

EXHIBIT B1

(Arbitration Award)

**SOUTH JAKARTA DISTRICT COURT
CLASS 1A SPECIAL**

Jalan Ampera Raya Nomor. 133 Ragunan, Pasar Minggu, Jakarta Selatan, -12550

Telp 621 - 7805909 Fax. 621 - 7805906

Email : informasi@pn-jakartaselatan.go.id

Website : www.pn-jakartaselatan.go.id

**REGISTRATION CERTIFICATE
No.18/ARB/HKM/2017/PN.Jkt.Sel**

On this day: Tuesday, date: Fifteen, month: August, year: Twenty Seventeen, the following has appeared before me:

Nama : I GDE NGURAH ARYA WINAYA, SH., MH
NIP: : 119630424 198311 1 001
Position : Registrar of the South Jakarta District Court
Address : Jl. Ampera Raya 133, Jakarta

A person named **SUHIRMANTO, SH**, address at Jl. Ketintang Baru VIII/10 Surabaya, as the attorney of: Arbitration Council of the Indonesia National Board of Arbitration (BANI) Surabaya Office, addressed at Jl. Ketintang Baru VIII No.10, Surabaya, based on Special Power of Attorney No. 118A /S.Khusus/BANI-SBY/ VII/2017, dated 27 July 2017, to register the Decision of the Indonesia National Board of Arbitration (BANI) Surabaya Office No.30/ARB/BANI-SBY/III/2017 dated 27 July 2017, in the case between:

PT. RAHAJASA MEDIA INTERNET, domiciled in Jakarta, addressed at Graha Darnelis 2nd floor Jl. Amil No. 7 Pejaten Barat, 12510, Jakarta, with a branch office in Surabaya, addressed at Plaza BRI, 8th floor Suite 803 Jl. Basuki Rahmat No. 122, 60271, Surabaya and a branch office in Bandung, addressed at Bumi Bina Usaha Building, 3rd floor, suite 301b, Jl. Asia Afrika No. 141-149, 40112 Bandung, in this case represented by **BRM Roy Rahajasa Yamin**, as Director, through his Attorney **Dr. Suhar Adi Konstanto, SH, MH; Ibrahim Suryoatmodjo, SH, MKN; Sri Ardhana Riswari, SH, MKN**. All three have offices at Jl. Ambengan Plaza blok A-22, Jalan Ngemplak No. 30, Surabaya, based on the Special Power of Attorney dated 23 May 2017, hereinafter referred to as the **APPLICANT**;

Against

Telecommunication and Informatics Financing Provider and Management Center, Directorate General of Post and Information Administration, Ministry of Communication and Information, Republic of Indonesia. ("BP3TI") d/h Rural Telecommunication and Informatics Center, Directorate General of Post and Telecommunication, Ministry of Communication and Information, Republic of Indonesia, addressed at Wisma Kodel Building, 6th floor, Jalan HR Rasuna Said Kav. B4, Jakarta qq. Ministry of Communication and Informatics, Republic of Indonesia, represented by **Ir. Anang Latif, MSc. as the President Director**, through his Attorney **Sampurno Budisetianto, SH, MH**, Advocate at the Law Office of **SAMPURNO BUDISETIANTO & PARTNERS**, with an office at Green Palace Kalibata City Unit T/20/CF, Jalan Kalibata Raya No. 1, Jakarta 12750, based on a Special Power of Attorney dated April 21, 2017 and amended on May 31, 2017, hereinafter referred to as the **RESPONDENT**;

Thus, this Archive Certificate is drawn up and signed by the Registrar and the Applicant in accordance with the provisions of Article 59 of Law No. 30/1999 on Arbitration and Alternative Dispute Resolution:

Appearer

Registrar
South Jakarta District Court

SUHIRMANTO, SH

I GDE NGURAH ARYA WINAYA, SH, MH

I hereby swear that I have translated this document from its original source in Bahasa Indonesia to English truthfully and in full pursuant to the power vested in me by the Decree of the Governor of DKI Jakarta Province No. 2042/2005.

Jakarta, December 04, 2020

Dian Lestari



INDONESIA NATIONAL BOARD OF ARBITRATION (BANI)
SURABAYA REPRESENTATIVE

Secretariat : Jl. Ketintang Baru II/1-3 Surabaya

Trial Venue : Jl. Ketintang Baru VIII/10 Surabaya

Tlp. 031-8293486, 8287414, Fax. 031-8290522, E-mail : banisurabaya1@gmail.com

DECISION

Case No. 30 / ARB / BANI-SBY / III / 2017

"FOR JUSTICE BASED ON ONE ALMIGHTY GOD"

The Arbitration Council at the Indonesia National Board of Arbitration (BANI) Surabaya Representative which examines the case in the first and last stages, has made a decision in the dispute between:

PT. RAHAJASA MEDIA INTERNET, domiciled in Jakarta, addressed at Graha Darnelis 2nd floor Jl. Amil No. 7 Pejaten Barat, 12510, Jakarta, with a branch office in Surabaya, addressed at Plaza BRI, 8th floor Suite 803 Jl. Basuki Rahmat No. 122, 60271, Surabaya and a branch office in Bandung, addressed at Bumi Bina Usaha Building, 3rd floor, suite 301b, Jl. Asia Afrika No. 141-149, 40112 Bandung, in this case represented by **BRM Roy Rahajasa Yamin**, as Director, through his Attorney **Dr. Suhar Adi Konstanto, SH, MH; Ibrahim Suryoatmodjo, SH, MKN; Sri Ardhana Riswari, SH, MKN**. All three have offices at Jl. Ambengan Plaza blok A-22, Jalan Ngemplak No. 30, Surabaya, based on the Special Power of Attorney dated 23 May 2017, hereinafter referred to as the **APPLICANT**;

Against

Telecommunication and Informatics Financing Provider and Management Center, Directorate General of Post and Information Administration, Ministry of Communication and Information, Republic of Indonesia. ("BP3TI") d/h Rural Telecommunication and Informatics Center, Directorate General of Post and Telecommunication, Ministry of Communication and Information, Republic of Indonesia, addressed at Wisma Kodel Building, 6th floor, Jalan HR Rasuna Said Kav. B4, Jakarta qq. Ministry of Communication and Informatics, Republic of Indonesia, represented by **Ir. Anang Latif, MSc. as the President Director**, through his Attorney **Sampurno Budisetianto, SH, MH**, Advocate at the Law Office of **SAMPURNO BUDISETIANTO & PARTNERS**, with an office at Green Palace Kalibata City Unit T/20/CF, Jalan Kalibata Raya No. 1, Jakarta 12750, based on a Special Power of Attorney dated April 21, 2017 and amended on May 31, 2017, hereinafter referred to as the **RESPONDENT**;

Considering that the Indonesian National Arbitration Board (BANI) Surabaya Representative reading the file in this case has confirmed that based on Article 7 of Law Number 30 of 1999 on Arbitration and Alternative Dispute Resolution ("**Arbitration Law**") and the arbitration clause contained in a binding agreement between the APPLICANT and RESPONDENT listed in the agreement in particular Article 8 on General Terms of Contract for each KPU/USO Internet Service Program Agreement (*vide* **Exhibit P-01, Exhibit P-02, Exhibit P-03, Exhibit P-04, Exhibit P -05**) determined how

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to resolve disputes over the implementation of the KPU/USO Program Internet Service Agreement which reads as follows:

Article 8. Dispute Resolution

Article 8.1. Deliberation

*"THE PARTIES must make serious efforts to resolve by deliberation all disputes arising out of or related to this Contract or its interpretation during or after the implementation of this Other Service Work.
The settlement by deliberation can be carried out directly between the PARTIES or through a third party as agreed by the PARTIES in the form of, among other things, mediation or conciliation. "*

Article 8.2. Dispute Resolution Institution

"If the dispute above cannot be resolved by deliberation, then each Party has the right to submit a dispute to the Indonesian National Board of Arbitration (BANI) according to the administrative regulations and rules of procedure for BANI arbitration, whose decision is binding on both parties to the dispute as first and last level decisions. The Parties agree that the number of arbitrators is 3 (three) people. Each Party shall appoint one arbitrator and the two arbitrators appointed by the Parties shall select the third arbitrator who will act as lead arbitrator";

Considering, that the APPLICANT has submitted a letter of application to the Indonesia National Board of Arbitration (BANI) Surabaya Office dated 20 March 2017 and has been registered under Register No. 30/ARB/BANI-SBY/III/2017 dated 24 March 2017,

Considering, that the APPLICANT has appointed Ismet Baswedan, SH, FCBarb. As the APPLICANT selected Arbitrator in accordance with their letter No. 18/RMI-RRY/DIR/III/2016, dated 27 March 2017;

Considering, that the RESPONDENT has appointed Basoeki, SH, FCBarb. As RESPONDENT's chosen Arbitrator in accordance with their letter No. 1396/KOMINFO/BPPPTI.31.6/HK.04.01/04/2017, dated 7 April 2017;

Considering, that the Arbitrator choice of the APPLICANT and the choice of RESPONDENT appointed Mrs. Hartini Mochtar Kasran, SH, FCBarb, as Chair of the Arbitration Council;

Considering, that the Decree of the Indonesia National Board of Arbitration (BANI) Surabaya Office No. 81/SK/BANI-SBY/V/2017, dated 16 May 2017 on the Composition of the Arbitral Tribunal,

Considering, that the APPLICANT and RESPONDENT in the First Session on 23 May 2017, agreed to resolve the dispute between the APPLICANT and RESPONDENT to be examined and decided by the Arbitration Council at the Indonesia National Board of Arbitration (BANI) Surabaya Office which is a final and binding decision;

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ABOUT THE SITTING DISPUTE

Considering, that the **APPLICANT** in their application letter dated 20 March 2017 has submitted the following applications:

I. THE AUTHORITY OF THE INDONESIA NATIONAL BOARD OF ARBITRATION (BANI) IN JUDGING A QUO CASE.

1. That a quo Arbitration petition is submitted to the Indonesia National Board of Arbitration ("BANI") based on Article 7 of Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution ("**Arbitration Law**") as well as an arbitration clause contained in a binding agreement between **APPLICANT** and **RESPONDENT** as follows:

- 1.1. General Terms of Contract ("**SSUK**") Article 8.2. Agreement Letter for Provision of Mobile Internet Access Service Center for KPU/USO Subdistrict (mobile) Work Packages 19 (nineteen) in Maluku & North Maluku Number: 35/PKS/KOMINFO/12/2010, 22 December 2010 ("**MPLIK Agreement Package 19**") which has been amended based on the Agreement Letter Number: 62/ADD-PKS/BP3TI/KOMINFO/07/2011 dated 25 July 2011 and Second Amendment to Agreement Letter Number: 69/PKS-ADD/BP3TI.KOMINFO/12/2011 dated 5 December 2011 (Exhibit P-01);
- 1.2. SSUK Article 8.2. Agreement Letter for Provision of Mobile Internet Access Service Center for KPU/USO Subdistrict (mobile) Work Package 1 (one) in Nangroe Aceh Darussalam Province Number: 10/PKS/ KOMINFO/12/2011 dated 5 December 2011 ("MPLIK Package 1 Agreement ") Amendments have been made based on the Letter of Agreement Number: 10/PKS-AMD/BP3TI/KOMINFO/ 11/2012 dated 13 November 2012 (Exhibit P-02);
- 1.3. SSUK Article 8.2. Agreement Letter for Provision of Public Access Wifi Internet Service KPU/USO Regency (JALIN KPU/USO) Work Package 2 (Two) Number: 31/PKS/KOMINFO/ 12/2011, 30 December 2011 ("JALIN WIFI Package 2 Agreement") where Amendments have been made based on the Agreement Letter Number: 31/PKS-AMD/BP3TI/KOMINFO/11/2012, dated 13 November 2012 and the Second Amendment Agreement Letter Number: 31/PKS-AMD.2/BP3TI/KOMINFO/12/2014, 15 December 2014 (Exhibit P-3);
- 1.4. SSUK Article 8.2. Agreement Letter for Provision of Public Access Wifi Internet Service KPU/USO Regency (JALIN KPU/USO) Work Package 7 (Seven) Number: 36/PKS/KOMINFO/12/2011, 30 December 2011 ("JALIN WIFI Package 7 Agreement") Amendments have been made based on the Letter of Agreement Number: 36/PKS-AMD/BP3TI/KOMINFO/11/2012, 13 November 2012 and the Second Amendment Agreement Letter Number: 36/PKS-AMD.2/BP3TI/KOMINFO/12/2014, 15 December 2014 (Exhibit P-4);
- 1.5. SSUK Article 8.2. Agreement Letter for Provision of Rural Telecommunication and Informatics Access

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Services KPU/USO (Upgrading Desa Pinter) Work Package 5 (Five) In Maluku Province Number: 42/PKS/KOMINFO/1/2012, 5 January 2012 ("Smarty Village Agreement Package 5") which has been amended based on the Agreement Letter Number: 42/PKS-AMD/BP3TI/KOMINFO/11/2012, 14 December 2012 (Exhibit P-05).

2. That the MPLIK Package 1 Agreement, the JALIN WIFI Package 2 Agreement, the Desa Pinter Package Agreement, the JALIN WIFI Package 7 Agreement, and the MPLIK Package 19 Agreement (hereinafter collectively referred to as the "KPU/USO Program Internet Service Agreement") each consisting of several documents which are one unit and an inseparable part, namely:

- 2.1. Agreement letter,
- 2.2. Bidding documents with quantity and price;
- 2.3. Contract amendments (if made later),
- 2.4. Special terms of the contract,
- 2.5. General terms of the contract,
- 2.6. Technical data,
- 2.7. Other documents such as guarantees, SPPJ, Minutes of Auction Results, Minutes of Explanation of selection documents.

3. That in Article 8 the General Terms of Contract for each KPU/USO Program Internet Service Agreement (vide Exhibit P-01, Exhibit P-02, Exhibit P-03, Exhibit P-04, Exhibit P-05) is determined regarding how to resolve disputes over the implementation of the KPU/USO Program Internet Service Agreement which reads as follows:

Article 8. Dispute Resolution

Article 8.1. Deliberation

"THE PARTIES must make serious efforts to resolve by deliberation all disputes arising out of or related to this Contract or its interpretation during or after the implementation of this Other Service Work.

The settlement by deliberation can be carried out directly between the PARTIES or through a third party as agreed by the PARTIES in the form of, among other things, mediation or conciliation. "

Article 8.2. Dispute Resolution Institution

*"If the dispute above cannot be resolved by deliberation, then each Party has the right to submit a dispute to the **Indonesia National Board of Arbitration (BANI)** according to the administrative regulations and rules of procedure for BANI arbitration, whose decision is binding on both parties to the dispute as first and last level decisions. The Parties agree that the number of arbitrators is 3 (three) people. Each Party shall appoint one arbitrator and the two arbitrators appointed by the Parties shall select the third arbitrator who will act as lead arbitrator";*

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4. That in the context of resolving disputes in the implementation of the KPU/KSO Program Provision Agreement as stipulated in Article 8.1. KPU/KSO Program Provision Agreement, APPLICANT and RESPONDENT have held 8 (eight) deliberations but not all material discussed in the deliberation can reach consensus. Some of the discussion materials that do not reach consensus in the deliberations are:

- 4.1 The value of compensation for the termination of the implementation of the KPU/USO Program Internet Service Agreement that can be paid by the RESPONDENT to the APPLICANT in particular for the request for a cost of fund (interest/penalty) charged by the bank as the provider of capital for the construction of the KPU/USO Program Provision Work to APPLICANT as well as the difference in the exchange rate of the US dollar against the Rupiah,
- 4.2. The status of asset ownership is held by the APPLICANT in the implementation of the KPU/USO Provision Work after payment of compensation for construction costs for the KPU/USO Provision Work by the RESPONDENT to the APPLICANT as well as costs arising from the status of the asset and/or the condition of the asset (if handed over),
- 4.3 Format and/or agreement on the status of termination of the KPU/USO Program Internet Service Agreement after the payment of compensation for the construction cost of the KPU/USO Program Provision Work by the RESPONDENT made to the APPLICANT.

5. That in accordance with Articles 7 and 11 of the Arbitration Law, with the stipulation of the arbitration clause as referred to in Article 8.2 SSUK of the MPLIK Package 19 Agreement, the MPLIK Package 1 Agreement, The JALIN WIFI Package 2 Agreement, the JALIN WIFI Package 7 Agreement, the Desa Pinter Package 5 Agreement, means that the Parties to the agreement are bound and do not have the right to resolve the agreement to the District Court and the District Court must refuse and will not interfere in this dispute settlement which has been determined by arbitration and must be resolved by arbitration.

6. That the dispute submitted by the APPLICANT to be resolved by BANI is a dispute arising from the agreement between the APPLICANT and RESPONDENT as referred to in Article 1 of the BANI Arbitration Procedure Rules.

7. That based on Article 11 of the Arbitration Law, Article I of the BANI Arbitration Procedure Rules, and Article 8.2 SSUK for the MPLIK Package 19 Agreement, the MPLIK Package 1 Agreement, the JALIN WIFI Package 2 Agreement, the JALIN WIFI Package 7 Agreement, the Desa Pinter Package 5 Agreement, then this APPLICATION has been properly submitted to the Indonesian National Arbitration Board and the Indonesian National Arbitration Board has the authority to examine, try and make a final and binding decision in the *a quo* case (**vide Exhibit P-01, Exhibit P-02, Exhibit P-03, Exhibit P-04 , Exhibit P-05**).

II. AUTHORITY OF THE INDONESIA NATIONAL BOARD OF ARBITRATION (BANI) SURABAYA OFFICE IN JUDGING A QUO CASES.

1. That the APPLICANT submitted this application through **BANI Surabaya Office**

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with the following considerations:

1.1. The precautionary principle is related to institutional legality which can have an impact on the legality of decisions, in this case BANI Jakarta Office has a dualism of management, namely BANI which is based at Gedung Wahana Graha Jl. Mampang Prapatan No. 2 Jakarta (www.baniarbitration.org) and BANI which is based at Sovereign Plaza Building Jl. TB Simatupang Kav. 36 Jakarta (www.baniarbitraseindonesia.org).

1.2. The busy schedule of the Arbitrators and the BANI Jakarta Office so that the arbitration process submitted by Radnet could potentially be slow. This is not in line with the Arbitration Procedure Rules for the Indonesian National Arbitration Board CHAPTER II Article 4 point 6.

"6. Quick settlement

By submitting dispute resolution to BANI in accordance with these Rules of Procedure, all parties agree that the dispute must be resolved in good faith as quickly as possible and that it will not be postponed or there are other steps that can hinder a smooth and fair arbitration process."

1.3. The KPU/USO Program Internet Service Agreement between Radnet and BPPPTI does not specifically mention the location of the BANI office that can be used for arbitration by the parties.

2. That in accordance with the provisions of Article 11 of the Arbitration Law, Article 1 of the BANI Arbitration Procedure Rules, and Article 8.2 SSUK of the MPLIK Package 19 Agreement, the MPLIK Package 1 Agreement, the JALIN WIFI Package 2 Agreement, the JALIN WIFI Package 7 Agreement, the Desa Pinter Package 5 Agreement, then BANI has the authority to examine, try and make a final and binding decision on the a quo case (*vide Exhibit P-01, Exhibit P-02, Exhibit P-03, Exhibit P-04, Exhibit P-05*).

3. That these provisions do not limit APPLICANTS to submit their application only through certain BANI.

4. That the BANI Surabaya Representative has the authority to examine, try and make final and binding decisions in the a quo case.

5. That accordingly, it is very legitimate if the APPLICANT submits "Request for Dispute Resolution through Arbitration for the Implementation of the KPU/USO Program Internet Service Provision Agreement between PT. Rahajasa Media Internet (RADNET) and Telecommunication and Informatics Financing Provider and Management Center (BP3TI), Directorate General of Post and Information Administration, Ministry of Communication and Informatics, R.I. " through BANI Surabaya Representative.

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Jakarta, December 04, 2020

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III. THE LEGAL RELATIONSHIP BETWEEN THE APPLICANT AND THE RESPONDENT

1. That the APPLICANT and RESPONDENT are legally bound based on the MPLIK Package 1 Agreement, the JALIN WIFI Package 2 Agreement, the Desa Pinter Package 5 Agreement, the JALIN WIFI Package 7 Agreement, the MPLIK Package 19 Agreement.

2. That the MPLIK Package 1 Agreement, the JALIN WIFI Package 2 Agreement, the Desa Pinter Package 5 Agreement, the JALIN WIFI Package 7 Agreement, the MPLIK Package 19 Agreement are agreements in the context of providing KPU/USO Program Internet Access Services.

3. That in order to provide Internet Access Services for the KPU/USO Program, the RESPONDENT has conducted a public auction using the Postqualification method as follows:

3.1. Job Tender for Provision of Mobile Internet Access Service Center for KPU/USO Subdistrict (mobile) Work Package 19 (nineteen) in Maluku & North Maluku ("**MPLIK Work Package 19**") based on Auction Announcement Number: 04/PL-USO/MPLIK-PK 19/BTIP-BLU/KOMINFO/11/2010 on 12 November 2010 (**Exhibit P-06**);

3.2. Job Tender for Provision of Mobile Internet Access Service Center for KPU/USO Subdistrict (mobile) Work Package 1 (one) in Nangroe Aceh Darussalam Province ("**MPLIK Work Package 1**") based on Auction Announcement Number: 05/PL-USO/MPLIK-PAKET.1/BP3TI-BLU/KOMINFO/10/2011 on 12 October 2011 (**Exhibit P-07**);

3.3. Job Tender for the Provision of Public Access Wifi Internet Services for KPU/USO Regency (JALIN-KPU/USO) Work Package 2 (Two) ("**JALIN WIFI Work Package 2**") based on Auction Announcement Number: 05/PL-USO/JALIN-KPU/USO-PAKET.2/BP3TI-BLU/KOMINFO/10/2011 on 28 October 2011 (**Exhibit P-08**);

3.4. Job Tender for the Provision of Public Access Wifi Internet Services for KPU/USO Regency (JALIN-KPU/USO) Work Package 7 (Seven) ("**JALIN WIFI Work Package 7**") based on Auction Announcement Number: 05/PL-USO/JALIN-KPU/USO-PAKET.7/BP3TI-BLU/KOMINFO/10/2011 on 28 October 2011 (**Exhibit P-09**);

3.5. Job Tender for Rural Telecommunication and Informatics Access Services Provision KPU/USO (Upgrading Desa Pinter) Work Package 5 (Lima) in Maluku Province ("**Desa Pinter Work Package 5**") based on Auction Announcement Number: 05/PL-USO/U.DP-PAKET.5/BP3TI-BLU/KOMINFO/11/2011 on 10 November 2011 (**Exhibit P-10**).

Furthermore, the entire work is called "**KPU/USO Program Internet Service Work**".

4. That the APPLICANT participates in a public auction organized by the RESPONDENT and is declared and determined by the RESPONDENT as the auction winner based on the RESPONDENT's Letter as follows:

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4.1. Number: 17/PL-USO/MPLIK-PK19/BTIP-BLU/KOMINFO/12/2010 dated 13 December 2010 regarding Announcement of Auction Winner for Provision of Mobile Internet Access Service Center, KPU/USO Subdistrict which is Mobile (mobile) Work Package 19 (nineteen) in Maluku and North Maluku Provinces, which determined the APPLICANT as the Winner of the Auction (**Exhibit P-11**);

4.2. Number: 18/PL-USO/MPLIK-PAKET.11/BP3TI-BLU/KOMINFO/11/2011 dated 8 November 2011 regarding the Determination of the Winner of the Auction for the Provision of Mobile Internet Access Service Centers for KPU/USO subdistricts (mobile) Work Package 1 (one) in the Province of Nangroe Aceh Darussalam, which determined the APPLICANT as the Winner of the Auction (**Exhibit P-12**);

4.3. Number: 31/PL-USO/JALIN-KPU/USO-PAKET.2/BP3TIBLU/KOMINFO/12/2011, dated 21 December 2011 regarding Announcement of Auction for Provision of Public Access Wifi Internet Services for KPU/USO Regency (JALIN-KPU/USO) Work Package 2 (two), which determines the APPLICANT as the Winner of the Auction (**Exhibit P-13**);

4.4. Number: 31/PL-USO/JALIN-KPU/USO-PAKET.7/BP3TIBLU/KOMINFO/12/2011 dated 21 December 2011 regarding the Announcement of Auction Winner for Provision of Public Access Wifi Internet Services KPU/USO Regencies (JALIN-KPU/USO) Work Package 7 (Seven), which Determines the APPLICANT as the Auction Winner (**Exhibit P-14**);

4.5. Number: 21/PL-USO/U.DP-PAKET.5/BP3TI-BLU/KOMINFO/12/2011 dated 27 December 2011 regarding the Announcement of the Auction Winner for the Provision of Rural Telecommunication and Informatics Access Services KPU/USO (Upgrading Desa Pinter) Work Package 5 (Five) in Maluku Province, which determined the APPLICANT as the Winner of the Auction (**Exhibit P-15**).

5. That after APPLICANT was determined as the winner of the KPU/USO Program Internet Service Work mentioned above, APPLICANT and RESPONDENT bound themselves based on the KPU/USO Program Internet Service Agreement to regulate the Internet Service Work for the KPU/USO Program (**vide Exhibit P-1, Exhibit Exhibit P-2, Exhibit P-3, Exhibit P-4, and Exhibit P-5**);

6. That the MPLIK Package 1 Agreement, the JALIN WIFI Package 2 Agreement, the Desa Pinter Package 5 Agreement, the JALIN WIFI Package 7 Agreement, and the MPLIK Package 19 Agreement between APPLICANT and RESPONDENT have fulfilled the legal requirements of an agreement because they were made by two Indonesian legal entities that are legitimate and competent to make an engagement, the parties have agreed to make an agreement, agreeing on a certain issue, where the object of the agreement is not prohibited so that it has fulfilled Article 1320 of the Civil Code ("**KUHPerdata**"), so that the agreement a quo is valid and binding on the APPLICANT and

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Jakarta, December 04, 2020

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RESPONDENT. That APPLICANT and RESPONDENT must implement the KPU/USO Program Internet Service Agreement as regulated in Article 1338 of the Civil Code (*Pacta Sunt Servanda* principle),

7. That the value of the implementation of the KSU/USO Program Internet Service Work after value added tax (PPn) based on the KPU/USO Program Internet Service Agreement which must be paid by the RESPONDENT to APPLICANT for the whole amount is **Rp. 314,979,842,540, -** (*Three hundred and fourteen billion nine hundred seventy-nine million eight hundred forty-two thousand five hundred and forty rupiah*) with the following details:

7.1. Contract Value for Provision of Internet Access Service Center in KPU/USO Subdistrict which is Mobile (mobile) Work Package 19 (nineteen) in Maluku and North Maluku Provinces of Rp. 61,662,944,857, - (*Sixty-one billion six hundred sixty-two million nine hundred and forty-four thousand eight hundred and fifty-seven rupiah*) (**vide Exhibit P-01**);

7.2. Contract Value for Provision of Mobile Internet Access Service Center for KPU/USO Subdistrict (mobile) Work Package 1 (one) in Nangroe Aceh Darussalam Province is Rp. 98,113,690,157, - (*Ninety-eight billion one hundred and thirteen million six hundred and ninety thousand one hundred and fifty-seven rupiah*) (**vide Exhibit P-02**);

7.3. Contract Value for Provision of Public Access Services for Wifi Internet Services for KPU/USO Regency (JALIN-KPU/USO) Work Package 2 (Two) is Rp. 52,627,130,582, - (*Fifty-two billion six hundred twenty-seven million one hundred and thirty thousand five hundred and eighty-two rupiah*) (**vide Exhibit P-03**);

7.4. Contract Value for the Provision of Public Access Services for Wifi Internet Services for KPU/USO Regency (JALIN-KPU/USO) Work Package 7 (Seven) is Rp. 54,486,288,331, - (*Fifty-four billion four hundred eighty-six million two hundred eighty eight thousand three hundred thirty one rupiah*) (**vide Exhibit P-04**);

7.5. The Contract Value for Provision of Rural Telecommunication and Informatics Access Services KPU/USO (Desa Pinter Upgrading) Work Package 5 (Five) in Maluku Province is Rp. 48,089,788,613, - (*Forty-eight billion eighty-nine million seven hundred and eighty-eight thousand six hundred and thirteen rupiah*) (**vide Exhibit P-05**).

8. That based on Article 2.3.3 SSUK, the implementation of service works consists of:

- 8.1. Pre-operational work stage, and
- 8.2. Operational work stage.

9. That based on the MPLIK Package 19 Agreement, the MPLIK Package 1 Agreement, the JALIN WIFI Package 2 Agreement, the JALIN WIFI Package 7 Agreement, the Desa Pinter Package 5 Agreement, the period for

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implementing the Pre-Operational Work Stage is determined as follows:

9.1. MPLIK Work Package 19:

APPLICANT has completed the Pre-Operational stage and has been operating since the issuance of an Operational License by RESPONDENT Number: 1376/BP3TI.4/OMINFO/8/2012 dated 16 August 2012. (Exhibit P-16)

9.2. MPLIK Work Package 1:

In accordance with Number 5 Amendment to the Agreement Letter dated 13 November 2012, APPLICANT and RESPONDENT agree that the period of work for the Pre-Operational stage is no later than 28 April 2013.

9.3. JALIN WIFI Work Package 2:

In accordance with Number 10 Amendment to the Letter of Agreement dated 13 November 2012, APPLICANT and RESPONDENT agree that the pre-operational stage of work is no later than 29 May 2013.

9.4. JALIN WIFI Work Package 7:

In accordance with Number 10 Amendment to the Letter of Agreement dated 13 November 2012, APPLICANT and RESPONDENT agree that the pre-operational stage of work is no later than 29 April 2013.

9.5. Desa Pinter Work Package 5:

In accordance with Number 4 of the Amendment to the Letter of Agreement dated 14 December 2012, APPLICANT and RESPONDENT agree that the period of work for the Pre-Operational stage is no later than 29 May 2013.

10. That based on the MPLIK Package 19 Agreement, the MPLIK Package 1 Agreement, the JALIN WIFI Package 2 Agreement, the JALIN WIFI Package 7 Agreement, the Desa Pinter Package 5 Agreement, the duration of each Agreement is determined as follows:

10.1. MPLIK Work Package 19

In accordance with Number 3 Amendment to the Letter of Agreement dated 25 July 2011, APPLICANT and RESPONDENT agreed to amend Article 2.1 of the SSKK to: *"This contract is valid from the signing of the contract up to 48 months after the Service Provider commences the operational stage or as stipulated in the operational permit issued by PPK "*

That the operational permit for MPLIK Work Package 19 has been issued by RESPONDENT on 16 August 2012 (vide Exhibit P-16)

10.2 MPLIK Work Package 1

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Article 2.1. SSKK: *"The contract is effective from signing the contract until the deadline for operational work"*

Based on Article 2.4. letter b. Number 2) SSKK: *"The operational period is 48 (forty eight) months from the date of commencement of operations as stipulated in the operational approval letter issued by the PPK to the Service Provider minus the number of days of late completion of pre-operational work"*.

Based on Article 2.4. letter b. Number 1) point 2) SSKK: *"The operational approval letter referred to in number 1) can be given in 2 (two) stages provided that:*

- a) The first stage of achieving a minimum of 50% completed works,*
- b) Second stage of achieving remaining work ”.*

10.3 JALIN WIFI Work Package 2

Article 2.1. SSKK: *"The contract becomes effective from the signing of the contract until the deadline for operational work"*.

Based on Article 2.4. letter b. SSKK: *"The service period of JALIN KPU/USO is 48 (forty eight) months based on the operational approval issued by PPK, with the following conditions:*

- 1. PPK issues operational approval letters to Service Providers.*
- 2. The operational approval letter as referred to in number 1) above can be issued in 2 (two) stages provided that:*
 - a) The first stage has reached a minimum of 50% completed works,*
 - b) Second stage of achieving remaining work ”.*
- 3. The Service Provider submits an application for approval to start service operations in the operational period to PPK by mandatorily:*
 - a) passing the function test and integration test,*
 - b) submitting documents in accordance with the number of work achievements submitted for the issuance of an operational permit which includes:*
 - 1. Minutes of handover of work that have been completed in the Pre-Operational Period between the Service Provider and the representative of the authorized local institution where JALIN KPU/USO is located.*
 - 2. proof of the success of JALIN KPU/USO services,*
 - 3. attaching a photo of the placement of JALIN KPU/USO at the location.*
 - 4. filling in the form to fill in the location data for JALIN KPU/USO ”.*

10.4 JALIN WIFI Work Package 7

Article 2.1. SSKK: *"The contract becomes effective from the signing of the contract until the deadline for operational work"*.

Based on Article 2.4. letter b. SSKK: *"The service period of JALIN KPU/USO is 48 (forty eight) months*

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based on the operational approval issued by PPK, with the following conditions:

- 1. PPK issues operational approval letters to Service Providers.*
- 2. The operational approval letter as referred to in number 1) above can be issued in 2 (two) stages provided that:*
 - a) The first stage has reached a minimum of 50% completed works,*
 - b) Second stage of achieving remaining work".*
- 3. The Service Provider submits an application for approval to start service operations in the operational period to PPK by mandatorily:*
 - a) passing the function test and integration test,*
 - b) submitting documents in accordance with the number of work achievements submitted for the issuance of an operational permit which includes:*
 - 1. Minutes of handover of work that have been completed in the Pre-Operational Period between the Service Provider and the representative of the authorized local institution where JALIN KPU/USO is located.*
 - 2. proof of the success of JALIN KPU/USO services,*
 - 3. attaching a photo of the placement of JALIN KPU/USO at the location.*
 - 4. filling in the form to fill in the location data for JALIN KPU/USO".*

10.5 Desa Pinter Work Package 5

Article 2.1. SSKK: *"The contract becomes effective from the signing of the contract until the deadline for operational work".*

Based on Article 2.4. letter b. SSKK: *"The service period of JALIN KPU/USO is 48 (forty eight) months based on the operational approval issued by PPK, with the following conditions:*

- 1. PPK issues operational approval letters to Service Providers.*
- 2. The operational approval letter as referred to in number 1) above can be issued in 2 (two) stages provided that:*
 - a) The first stage has reached a minimum of 50% completed works,*
 - b) Second stage of achieving remaining work".*
- 3. The Service Provider submits an application for approval to start service operations in the operational period to PPK by mandatorily:*
 - a) passing the function test and integration test,*
 - b) submitting documents in accordance with the number of work achievements submitted for the issuance of an operational permit which includes:*
 - 1. Minutes of handover of work that have been completed in the Pre-Operational Period between the Service Provider and the representative of the authorized local institution managing Upgrading Desa Pinter.*
 - 2. proof of the success of Upgrading Desa Pinter,*
 - 3. attaching a photo of the placement of Upgrading Desa Pinter at the location.*

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4. filling in the form to fill in the location data for PLIK”.

11. That based on Article 5.3 SSKK of the MPLIK Package 19 Agreement (**vide Exhibit P-01**) the following are determined:

- a) Payment is made for 48 (forty-eight) months of operation and maintenance taking into account the refund of Advances,
- b) Payment is given after every 3 (three) months of operational services are carried out within 16 (sixteen) payment terms during the operational period.

12. That based on Article 5.3 SSKK of MPLIK Package 1 Agreement, JALIN WIFI Package 2 Agreement, JALIN WIFI Package 7 Agreement, Desa Pinter Package 5 Agreement (**vide Exhibit P-02, Exhibit P-03, Exhibit P-04, Exhibit P-05**) the following are determined:

- a) Payment is made for 48 (forty-eight) months of operation and maintenance taking into account the refund of Advances,
- b) Payment can be made after 1 (one) or 3 (three) months of operational services the payment terms are carried out in the operational period.

13. That based on the aforementioned provisions, after the construction of facilities and infrastructure that support the KPU/USO Program Provision Works built by the APPLICANT in accordance with the Technical Specifications and Images in the KPU/USO Internet Service Agreement, APPLICANT is obliged to provide internet services to RESPONDENT, whereas the RESPONDENT is obliged to pay for internet services provided by APPLICANT in accordance with the KPU/USO Program Internet Service Agreement.

IV. IMPLEMENTATION OF KPU/USO INTERNET SERVICE AGREEMENT

1. Implementation of MPLIK Work Package 19

1.1. That RESPONDENT has submitted a down payment of 20% (twenty percent) of the Contract Value, namely Rp. 12,332,588,971 to APPLICANT as determined by Article 3.10 SSUK, namely 20% (twenty percent) of the Contract Value.

1.2. That RESPONDENT has sent Letter number: 28/BTIP.1/Kominfo/1/2011 dated 12 January 2011 regarding Refund of M-PLIK Work Advances in the amount of 5% of the contract value, which is Rp. 3,083,147,243 so that the down payment received by APPLICANT is 15% (fifteen percent) of the Contract Value, namely Rp. 9,249,441,729 (nine billion two hundred forty-nine million four hundred forty-one thousand seven hundred and twenty-nine rupiah). (**Exhibit P-17**)

1.3. That APPLICANT has returned M-PLIK's Work Advance Payment in the amount of 5% of the contract value,

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which is Rp. 3,083,147,243 to RESPONDENT. (**Exhibit P-18**)

1.4 That APPLICANT has fulfilled its obligations in carrying out the pre-operational work stage as stipulated in Article 2.3.3 letter a. of the SSUK contained in the Official Report on the Implementation of the Function Test (BAUF) of the Work Package for the Provision of Mobile Internet Access Service Centers in KPU/USO Subdistricts (Mobile) Work Packages 19 (nineteen) in Maluku and North Maluku Provinces as follows:

a. BAUF No: C15/BP3TI/UJI-F/KOMINFO/04/2012, dated 12 April 2012, with the location of the Function Test in North Maluku Province (**Exhibit P-19**):

This BAUF shows that APPLICANT has carried out the development of facilities and infrastructure that support M-PLIK in North Maluku as stated in the Technical Specifications and Figures. In points 2 and 3 this BAUF states:

"2. Results of the Implementation of the Function Test and Integrity Test as attached

3. Based on data point 2 above, the M-PLIK system and equipment are functioning properly"

b. BAUF No 009/BP3TI/UJI-F/KOMINFO/05/2012. 31 May 2012, with the location of the Function Test in Maluku Province. (**Exhibit P-20**), this BAUF shows that APPLICANT has carried out the development of facilities and infrastructure that support M-PLIK as stated in the Technical Specifications and Figures. In points 2 and 3 this BAUF states:

"2. Results of the Implementation of the Function Test and Integrity Test as attached

3. Based on data point 2 above, the M-PLIK system and equipment are functioning properly"

1.5 That as required by Article 2.4. SSKK, APPLICANT has submitted the results of the Provision of MPLIK Paket 19 Internet Access Services as follows:

a. Minutes of Work Result Examination No. 18/PHP/BP3TI/KOMINFO/08/2012, dated 16 August 2012 (**Exhibit P-21**) which states:

a. *"Based on the results of the examination of the physical document copies of the work of Provision of Mobile Internet Access Service Centers of KPU/USO Subdistrict (Mobile)/M-PLIK Package 19 in Maluku Province and North Maluku Province submitted by PT. Rahajasa Media Internet to BP3TI is in accordance with the SSKK clause (2.4) (details of physical document data are attached)"*

b. The results of the work that have been checked by the RESPONDENT are then submitted to the RESPONDENT as the Minutes of Handover of Work Results No. 18/PHP/BP3TI/KOMINFO/08/2012, dated 16 August 2012. (**Exhibit P-22**)

1.6 That after the results of the implementation of the Function Test and Integrity Test were received by RESPONDENT based on the Minutes of the Function Test and the Minutes of Handover of the Work Results, RESPONDENT issued an Operational Permit for the Provision of an Internet Access Service Center for the KPU/USO Subdistrict that is Mobile Work Package 19 (nineteen) in Maluku and North Maluku Provinces with Number: 1376/BP3TI.4/KOMINFO/8/2012, dated 16

August 2012 (**Vide Exhibit P-16**):

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1.7 That after RESPONDENT issued an Operational Permit for Provision of Mobile Internet Access Service Centers in KPU/USO Subdistrict (mobile) Work Package 19 (nineteen) in Maluku and North Maluku Provinces Number: 1376/BP3TI.4/KOMINFO/8/2012, dated 16 August 2012 which allows APPLICANT to operate the Mobile Internet Access Service Center for KPU/USO Subdistrict (M-PLIK), hence since 16 August 2012 APPLICANT starts to operate said M-PLIK by providing internet service access in Maluku and North Maluku.

1.8 That APPLICANT has operated/provided the MPLIK Work Package 19 Internet Access Service from 16 August 2013 to 15 November 2014 in accordance with Article 2.3.4 of the SSKK.

1.9 That APPLICANT and RESPONDENT have completed payment for APPLICANT's work performance from 16 August 2013 to 15 November 2014 for Work Package 19 through Decision of the National Arbitration Board Case - No. 703/V/ARB-BANI/2015, which was read out at the arbitral award hearing on 30 March 2016 (**Exhibit P-23**)

1.10. That the request for Arbitration a quo is to resolve disputes due to the termination of the MPLIK Work Package 19 carried out by RESPONDENT before the end of the contract period in the MPLIK Package 19 Agreement (**vide Exhibit P-01**)

2. Implementation of MPLIK Work Package 1, JALIN WIFI Work Package 2, Desa Pinter Work Package 5, and JALIN WIFI Work Package 7

2.1. That APPLICANT has carried out the pre-operational obligations of MPLIK Work Package 1, JALIN WIFI Work Package 2, Desa Pinter Work Package 5, and JALIN WIFI Work Package 7, namely investing in the procurement of all main and supporting devices for the implementation of internet services and have been reported to RESPONDENT through Letter Number: 92A/RMI-RRY/DIR/IX/2013 dated 2 September 2013 (**Exhibit P-24**);

2.2 That in the report APPLICANT has conveyed to RESPONDENT that APPLICANT has finished procuring equipment and/or assets as well as mobilizing facilities and infrastructure in the context of implementing the KPU/USO Program Internet Service Work (Pre-Operational stage);

2.3 That the reporting of the implementation of the Pre-Operational stage is the implementation of Article 2.4. letter b. Number (1) point 2, SSKK of MPLIK Work Package 19, Article 2.4. letter b. SSKK of MPLIK Work Package 1, Article 2.4. letter b. SSKK of JALIN WIFI Work Package 2, Article 2.4. letter b. SSKK of Desa Pinter Work Package 5, and Article 2.4. letter b. SSKK of JALIN WIFI Work Package 7 for the purpose of monitoring and evaluating the work implementation of the KPU/USO Program as referred to in Article 3.7 SSUK and SSKK of the MPLIK Package 19 Agreement, Article 3.7 SSUK and SSKK of the MPLIK Package 1 Agreement, Article 3.7 SSUK and SSKK of the JALIN WIFI Package 2 Agreement, Article 3.7 SSUK and SSKK Agreement for JALIN WIFI Package 7 and Article 3.7 SSUK and SSKK Agreement for Desa Pinter Package 5.

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2.4 That APPLICANT has received a letter from the RESPONDENT, namely:

2.4.1. Letter Number: 165A/Kominfo/BPPPTI.31/KS.01.08/02/2014, dated 12 February 2014 regarding **Postponement of Payment** for Work Performance of KPU/USO Program from RESPONDENT.

In the letter, RESPONDENT said that Payment for Work Performance could not be followed up until the issuance of budget approval from the Indonesian Parliament (**Exhibit P-25**) and a letter from RESPONDENT Number: S.788/Kominfo/BPPPTI.31/KS.01.02/05/2014, dated 2 May 2014, Regarding Notification of Budget Allocation Still Requiring the Approval of the Indonesian Parliament. In the letter, RESPONDENT said that RESPONDENT had not been able to realize Work Performance Payment (**Exhibit P-26**)

and

2.4.2. Letter Number: 1657/KOMINFO/BP3TI.31/PW.01.08/12/2014, dated 5 December 2014 regarding the Implementation of Multiyears Contracts (**Exhibit P-27**) which in number 3 of the letter APPLICANT conveyed to RESPONDENT that:

"The results of discussions with LKPP and BPK so that BP3TI and Provider Partners promote deliberation by observing the principle of prudence in accordance with applicable regulations so as not to have the potential to harm state finances".

2.5 That the two RESPONDENT letters as referred to in Number 2.4. above does not provide any legal implications in the implementation of the KPU/USO Program Internet Service Agreement, except for Exhibit to be an acknowledgment that RESPONDENT is unable to carry out its obligations to APPLICANT and the emergence of legal uncertainty for its implementation so that the operational implementation of the KPU/USO Program Provision Works as referred to in Article 2.3.3 SSUK in the KPU/USO Program Internet Service Agreement cannot be continued (**vide Exhibit P-01, P-02, P-03, P-04, and P-05**);

2.6 That on 9 December 2014, the KPU/USO Program Service Provider Partners including APPLICANT have submitted a request for an audience with the Minister of Communication and Information of the Republic of Indonesia to discuss the status of the sustainability of the implementation of the KPU/USO Program agreement. On 23 December 2014, an audience (dialogue meeting) was held between APPLICANT and the Minister of Communication and Information Technology of the Republic of Indonesia which was attended by RESPONDENT with the main proposal agenda in the form of resolving problems by deliberation and in accordance with the provisions of the contract (**Exhibit P-28**).

2.7 That APPLICANT sent Letter Number: 11/RMI-RRY/DIR/II/2015, dated 16 February 2015 to the Minister of Communication and Information of the Republic of Indonesia regarding the status of contract continuity and certainty

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of payment for the KPU/USO Project (Exhibit P-29). In the letter, APPLICANT asked for certainty of the continuation of the implementation of MPLIK Work Package 1, JALIN WIFI Work Package 2, Desa Pinter Work Package 5, JALIN WIFI Work Package 7, and MPLIK Work Package 19 in addition to requesting payment for work performance of MPLIK Work Package 19. The APPLICANT also forwarded a copy of the letter to RESPONDENT.

2.8 That APPLICANT has received a letter from RESPONDENT Number: B-170/KOMINFO/BPPPTI.31.4/KS.01.08/2/2015, dated 20 February 2015 regarding Permit for Multi-Year KPU/USO Program (**Exhibit P-30**).

2.9 That APPLICANT has received a letter from RESPONDENT Number: 179/KOMINFO/BPPPTI.31/HK.04.01/2/2015, dated 26 February 2015 regarding the confirmation of the continuation of the multi-year contract for the KPU/USO program, which in essence in the letter RESPONDENT conveyed to APPLICANT that RESPONDENT is conducting consultations with BPKP, the Ministry of Finance and LKPP and it is also stated that according to Article 8 SSUK dispute resolution can be carried out through deliberation (**Exhibit P-31**),

2.10 That APPLICANT respects the consultation process carried out by RESPONDENT to the Financial and Development Supervisory Agency (BPKP), the Ministry of Finance and the Government Goods/Services Procurement Policy Institute (LKPP) as referred to in the above letter dated 26 February 2015 as a step to apply the precautionary principle in implementing good governance, but from the perspective of civil law, which is the basis of the legal relationship between APPLICANT and RESPONDENT, the legal consequences of decisions resulting from consultations by RESPONDENT with government institutions must still be viewed as a civil law.

2.11 That then APPLICANT has received a letter from RESPONDENT Number: B-191/KOMINFO/BPPPTI.31.4/KS.01.08/3/2015, dated 3 March 2015 regarding the Termination of KPU/USO Services (**Exhibit P-32**),

2.12 That in the letter (Exhibit P-32) RESPONDENT conveyed to APPLICANT that:

2.12.1. *"Application for a multi-year contract extension cannot be considered for approval so that the ongoing contract does not have the legal umbrella for the multi-year contract permit"*

2.12.2. In accordance with the Budget Director Letter III a.n. Director General of Budget No. S-2458/AG/2014 dated 15 December 2014 to the Secretary General of the Ministry of Communications and Information Technology Regarding: Proposal for Budget Revision Unblocking, in point 3 it is submitted:

"Meanwhile, work outside PLIK/MPLIK/PLIK Productive Center cannot be considered because there has not been a comprehensive re-evaluation and has not been discussed jointly with DPR RI Commission I as decided in the

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decision of the DPR RI Commission I meeting."

2.13 That in the view of civil law, RESPONDENT Letter Number: B-191/KOMINFO/BPPPTI.31.4/KS.01.08/3/2015 dated 3 March 2015 must be positioned as an internal process of RESPONDENT in implementing the KPU/USO Internet Service Program Agreement so that the internal decision of RESPONDENT cannot be used as a valid basis for stopping the implementation of the KPU/USO Program Internet Service Agreement. (**vide Exhibit P-32**).

2.14 That APPLICANT has sent to RESPONDENT Letter Number: 065/RMI-RRY/DIR/VI/2015, dated 8 June 2015 regarding Contract Continuity and Payment of KPU/USO Work (**Exhibit P-33**).

2.15 That APPLICANT has sent a letter to the Minister of Communication and Information of the Republic of Indonesia gg. BP3TI Number: 003/RMI-RRY/DIR/I/2016, dated 6 January 2016 regarding the report on the Development & Completion of the KPU/USO Radnet Program. (**Exhibit P-34**):

2.16 That based on the letter from RESPONDENT Number: B-191/KOMINFO/BPPPTI.31.4/KS.01.08/3/2015, dated 3 March 2015 regarding the termination of KPU/USO services (**vide Exhibit P-32**) and the APPLICANT letter, dated 8 June 2015 (**vide Exhibit P-33**) and letter dated 6 January 2016 (**vide Exhibit P-34**) there are facts that RESPONDENT is no longer carrying out and no longer intends to carry out its obligations as specified in the KPU/USO Program Internet Service Agreement (MPLIK Package 1 Agreement, the JALIN WIFI Package 2 Agreement, the Desa Pinter Package 5 Agreement, the JALIN WIFI Package 7 Agreement and the MPLIK Package 19 Agreement) therefore a dispute has arisen over the implementation of the KPU/USO Program Internet Service Agreement between APPLICANT and RESPONDENT.

2.17 That in order to resolve disputes that arise between APPLICANT and RESPONDENT, a deliberation can be taken in advance which is in accordance with the article as stated in the General Terms of Contract (SSUK) in the Internet Service Agreement for the KPU/USO Program Article 8. Dispute Resolution number 8.1 . DELIBERATION which reads:

"THE PARTIES must make serious efforts to resolve by deliberation all disputes arising out of or related to this Contract or its interpretation during or after the implementation of this Other Service Work.

The settlement by deliberation can be carried out directly between the PARTIES or through a third party as agreed by the PARTIES in the form of, among other things, mediation or conciliation. "

2.18 That in order to implement Article 8.1. SSUK Internet Service Agreement KPU/USO Program (MPLIK Work Package 19, MPLIK Work Package 1, JALIN WIFI Work Package 2, Desa Pinter Work Package 5, and JALIN WIFI Work Package 7), APPLICANT sends Letter Number: 009/RMI-RRY/DIR/I1/2016 dated 15 February 2016 to the Minister of Communication and Information of the Republic of Indonesia cq. RESPONDENT Regarding the Request

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for Dispute Resolution for the KPU/USO Program through deliberation between PT Rahajasa Media Internet (Radnet) and the Ministry of Communication and Information of the Republic of Indonesia eg. Telecommunication and Informatics Financing Provider and Management Center (BP3TI) (**Exhibit P-35**).

2.19. That the Letter has also been attached with a Draft Outline of Application & Proposal for a quo Agreement Dispute Settlement which in essence is APPLICANT's request to RESPONDENT to obtain payment and or reimbursement of costs incurred in the framework of the construction of the KPU/USO Program with the following classification:

2.19.1. Direct costs incurred:

capital expenditure costs and operational costs for the KPU/USO Program Provision Works relevant to the construction of the KPU/USO Program Provision Works paid to third parties (vendors/partners);

2.19.2. Direct costs payable:

outstanding costs which are still APPLICANT's obligations to third parties (vendors/partners) in which the goods/services from these third parties have been received by APPLICANT and become a relevant part of the construction of the KPU/USO Program Provision Works,

2.19.3. Reasonable profits:

Request for payment of a reasonable profit for the work that has been done by APPLICANT for approximately 4 years since the signing of the KPU/USO Program Internet Service Agreement. A reasonable profit is proposed because direct costs have been reimbursed and direct costs payable as referred to in numbers 16 letters a and b are fully payments from APPLICANT to third parties (vendors/partners),

2.19.4. Potential loss on income:

request for reimbursement of potential income lost due to termination of the KPU/USO program The potential loss on income is part of business development as stipulated in the agreement in the General Terms of Contract (SSUK) Article 9.3. BUSINESS DEVELOPMENT, which basically states that the Service Provider can develop other businesses as long as it does not interfere with operations and the results of the business development are fully entitled to the Service Provider. Apart from that, the KPU/USO Program is an Opportunity Based Project, where the Service Provider calculates and makes projections of benefits from opportunities obtained outside the rights and obligations stipulated in the agreement (vide Exhibit P-01, Exhibit P-02, Exhibit P-03, Exhibit P-04, and Exhibit P-05);

2.20. That as a follow-up to the APPLICANT Letter Number: 009/RMI-RRY/DIR/I1/2016, dated 15 February 2016 (vide Exhibit P-35) a Coordination Meeting for Discussion on the Proposed Settlement of USO PT Rahajasa Internet Media Contract Dispute was held through deliberations between BP3TI with Radnet on 3 May 2016 (**Exhibit P-36**);

In this Meeting, APPLICANT submitted several proposals for the completion of the KPU/USO Program Internet

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Service Agreement with the basic pattern of reimbursement and compensation costs for the implementation of the KPU/USO Program Internet Service Work.

2.21. That APPLICANT has sent Letter Number: 042/RMI-RRY/DIR/VII/2016 to RESPONDENT dated 18 July 2016 Regarding Request for KPU/USO Program Dispute Settlement through Deliberation between APPLICANT and RESPONDENT (**Exhibit P-37**):

2.22. That to follow up on the Request for Dispute Resolution for the KPU/USO Program, APPLICANT and RESPONDENT have been sincere and in good faith to hold a Deliberative Meeting in order to achieve a settlement of the a quo Agreement while adhering to the applicable laws and regulations and fulfilling good corporate governance in both sides.

V. DISPUTE SETTLEMENT THROUGH DELIBERATIONS

1. **First Deliberation.** On 18 August 2016, APPLICANT and RESPONDENT held deliberations based on an invitation from RESPONDENT to APPLICANT in accordance with Letter Number: 1494/KOMINFO/BPPPTI.31/HK.04.01/08/2016, dated 16 August 2016 with the agenda of exposing the deliberation proposal from APPLICANT as well as proposal for the appointment of an independent third party (Public Accounting Firm/KAP) registered as partner of the Audit Board of the Republic of Indonesia (BPK RI). Results of Deliberation as contained in the Minutes of Deliberative Meeting (**Exhibit P-38**);

The results of the meeting are:

- a. The need to appoint a Mediator in the continuation of discussion of disputes between APPLICANT and RESPONDENT.
- b. Conduct a study to determine the most feasible method for implementation to be agreed upon by APPLICANT and RESPONDENT.
- c. Consider the possibility of designating a KAP.

2. **Second Deliberation.** On 23 August 2016, APPLICANT and RESPONDENT held deliberations based on an invitation from RESPONDENT to APPLICANT, Letter Number 1536/KOMINFO/BPPPTI.31/HK.04.01/08/2016 dated 22 August 2016 with an agenda in the form of discussion on concepts and proposals for calculation simulation payment. Results of Deliberation as contained in the Minutes of Deliberative Meeting (**Exhibit P-39**);

The results of the meeting are:

2.1. APPLICANT proposes the concept of compensation in order to resolve disputes for the KPU/USO MPLIK Program Package 1, MPLIK Package 19, Build Wifi Package 2, Build Wifi Package 7, and Upgrade Desa Pinter Package 5 with the following calculations:

- 2.1.1. Using estimated engineering.
- 2.1.2. Capex and opex compensation.

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2.2. RESPONDENT will review the APPLICANT proposal mentioned above and submit a review/response to the above proposal at the next deliberation.

3. **Third Deliberation.** On 26 September 2016, APPLICANT and RESPONDENT held deliberations based on an invitation from RESPONDENT to APPLICANT, Letter Number: 1822/KOMINFO/BPPPTI.31/HK.04.01/09/2016, dated 23 September 2016. The results of the deliberations as contained in the Minutes of Meeting Deliberation (**Exhibit P-40**);

The results of the meeting are:

3.1. APPLICANT and RESPONDENT agreed to ask PT. Deloitte Konsultan Indonesia to compile a methodology & verification proposal in order to determine APPLICANT's losses in terminating the implementation of KPU/USO MPLIK Package 1, MPLIK Package 19, Jalin Wifi Package 2, Jalin Wifi Package 7, and Upgrading Desa Pinter Package 5.

3.2. The Independent Third Party Service Fee is borne in balance by APPLICANT and RESPONDENT which is first paid by APPLICANT and will then be calculated as part of the results of the deliberation.

APPLICANT has received a methodology and verification proposal from PT. Deloitte Konsultan Indonesia (PT DKI) on 29 September 2016 and revised on 4 October 2016. Based on a presentation from PT. DKI on 10 October 2016, it was announced that PT. DKI is an affiliate of Deloitte International which is not a Partner of BPK RI as required by RESPONDENT. Based on the presentation of PT. DKI, APPLICANT has sent Letter Number: 068/RMI-RRY/DIR/X/2016, dated 13 October 2016 regarding the Proposed Name of a Public Accountant Office (KAP) as an independent third party in deliberations for the settlement of KPU/USO disputes between Radnet and BP3TI to RESPONDENT.

In the letter, APPLICANT explained about the non-fulfillment of PT. DKI as an independent third party as required by RESPONDENT and proposes 5 (five) KAP candidates and recommends KAP Heliantono & Partners as an independent third party in proposing methodology and verification recommendations in order to resolve disputes between APPLICANT and RESPONDENT (**Exhibit P-41**),

4. **Fourth Deliberation.** On 19 October 2016, APPLICANT and RESPONDENT held deliberations based on an invitation from RESPONDENT to APPLICANT, Letter Number 1962/KOMINFO/BPPPTI.31/HK.04.01/10/2016, dated 17 October 2016 with an agenda to kick off the methodology design process and cost verification construction of the KPU/USO PT Rahajasa Media Internet. Results of Deliberation as stated in the Minutes of Deliberative Meeting (**Exhibit P-42**):

The results of the meeting are:

4.1.1. APPLICANT and RESPONDENT agreed to choose KAP Heliantono & Partners as an independent third party (verification agency) on the Proposed Calculation for the KPU/USO Program Payment Request that APPLICANT submitted to RESPONDENT. The results of the verification of KAP Heliantono & Partners will be the basis for the

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agreement in the deliberations between APPLICANT and RESPONDENT.

4.1.2. The KAP Heliantono and Partners service fees are borne equally (50% : 50%) by APPLICANT and RESPONDENT, which is previously paid by APPLICANT.

5. KAP Heliantono & Partners has sent letter number 176/KAP-S/10/16 dated 20 October 2016 regarding submission of proposal on "Agreed Procedures" for financial information in the form of a resume of proposals for **calculating payment requests for compensation for investment costs for construction** of MPLIK Package 1, JALIN WIFI Package 2, JALIN WIFI Package 7, Desa Pinter Package 5 and MPLIK Package 19 and letter number 240/KAP-EL/10/16 dated 21 October 2016 regarding additional procedures agreed to APPLICANT and RESPONDENT (**Exhibit P-43**).

Based on the Letter of KAP Heliantono & Partners, it was stated that the objective of implementing the "Agreed Procedures" was **the principal amount of APPLICANT's receivables to RESPONDENT** in implementing the MPLIK Package 1, JALIN WIFI Package 2, JALIN WIFI Package 7, Desa Pinter Package 5 and MPLIK Package 19 programs.

In addition, KAP Heliantono & Partners submitted **the calculation of the application for compensation for Potential Losses on Income** by conducting a clerical check on the APPLICANT calculation by paying attention to whether the amounts related to the parameters have been presented correctly.

6. That on the proposed verification procedure from KAP Heliantono & Partners, **RESPONDENT and APPLICANT in principle accepted the proposal submitted by KAP Heliantono & Partners** as mentioned above as **RESPONDENT Letter** Number: 1987.A/KOMINFO/BPPPTI.31/HK.04.01/10.2016, dated 24 October 2016 and **APPLICANT Letter** Number: 069-A/RMI-RRY/DIR/X/16 dated 24 October 2016 (**Exhibit P-49**):

7. KAP Heliantono & Partners **has verified** the Proposed Calculation of the Request for Payment of KPU/USO Program Provision Fees submitted by APPLICANT to RESPONDENT with the agreed methodology/procedure.

The **calculation of compensation verified by KAP Heliantono & Partners** is based on Financial Information that has been calculated by APPLICANT and submitted to RESPONDENT as an Initial Request for compensation. The following is Financial Information verified by KAP Heliantono & Partners:

FINANCIAL INFORMATION

DESCRIPTION	KPU/USO RADNET PROGRAM					Total Initial Request
	MPLIK Package 1	JAUN WIFI 2	JAUN WIFI 7	DESA PINTER 5	MPLIK 19	
CONTRACT VALUE*)	98,113,690,157	52,627,130,582	54,486,288,331	48,089,788,613	61,662,944,857	314,979,842,540
A						
I Construction Cost Reimbursement						
1. Direct Costs Incurred	70,521,406,953	39,392,707,468	41,264,314,657	39,639,078,726	48,273,183,388	239,090,691,192
2. Direct Costs Payable	5,817,894,000	2,474,206,757	3,202,999,951	299,760,000	9,701,804,950	21,496,665,658

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3. Adjustment and Verification Result Findings	-	-	-	-	-	-
4. KAP costs (50%) (50%) by BP3TI	-	-	-	-	-	-
II Reduction Factors for Development Cost Reimbursement						
1. Advance Received	(14,717,053,524)	(7,894,069,587)	(8,172,943,250)	(7,213,468,292)	(9,249,441,729)	(47,246,976,381)
2. Term Payment Received	-	-	-	-	(29,482,595,510)	(29,482,595,510)
TOTAL A (before VAT)	61,622,247,429	33,972,844,638	36,294,371,358	32,725,370,434	19,242,951,099	183,857,784,959
B						
1 Reasonable profit	8,471,945,690	4,620,440,058	4,809,029,448	4,625,710,907	6,212,855,273	28,739,981,376
11 Potential Losses	11,256,840,000	13,773,168,000	15,273,216,000	9,784,320,000	2,522,880,000	52,610,424,000
TOTAL B (before VAT)	19,728,785,690	18,393,608,058	20,082,245,448	14,410,030,907	8,735,735,273	81,350,405,376
TOTAL (A+B) before VAT	81,351,033,119	52,366,452,696	56,376,616,806	47,135,401,341	28,069,221,777	265,208,190,335
VAT	8,135,103,312	5,236,645,270	5,637,661,681	4,713,540,134	2,806,922,178	26,529,872,574
TOTAL (A+B) after VAT	89,486,136,431	57,603,097,965	62,014,278,487	51,848,941,475	30,785,608,550	291,738,062,909

Table 0

In Table 0, it is stated that the total amount of APPLICANT initial request is **Rp. 265,208,190,335**, - plus 10% VAT of **Rp. 26,529,872,574**, = **Rp. 291,738,062,909** (two hundred ninety-one billion seven hundred thirty-eight million sixty-two thousand nine hundred and nine rupiah) for all **KPU/USO Program Provision Works**

8. On November 14, 2016, KAP Heliantono & Partners delivered:

"DRAFT Independent Accountant's Report on the Procedure Agreed with KAP Heliantono & Partners for the Proposed Calculation of the Application for Payment for the Universal Service Obligation (USO) Program that was submitted by Radnet (now APPLICANT) to the Informatics Telecommunication Provider and Management Center. (now RESPONDENT)" by letter Number: 194/KAP-S/11/16, dated 14 November 2016 (**Exhibit P-45**).

9. **Fifth Deliberation.** On 28 November 2016, APPLICANT and RESPONDENT held deliberations which were conducted based on the Invitation Letter from RESPONDENT to APPLICANT Number: 2229/KOMINFO/BPPPTI1.31/HK.04.01/11/2016, dated 25 November 2016 with the agenda of clarification/exposure to the DRAFT of the Accountant's Report Independent from KAP Heliantono & Partners as an independent third party. Results of Deliberation as contained in the Minutes of Deliberative Meeting (**Exhibit P-46**),

The results of the meeting are:

9.1.1. APPLICANT and RESPONDENT received an explanation regarding the draft Report on the Results of the Implementation of the Agreed Procedure.

9.1.2. Comparing the results of the Initial Request for compensation from APPLICANT with the value according to the agreed procedure from KAP Heliantono & Partners.

9.1.3. APPLICANT and RESPONDENT request that KAP Heliantono & Partners submit a final report on the implementation of the Mutually Agreed Procedure on the proposed calculation of the KPU/USO program payment

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request.

9.1.4. Following up the final report of KAP Heliantono & Partners at the deliberation on 30 November 2016.

10. On 30 November 2016, KAP Heliantono & Partners has published the "*Independent Accountant's Report on the Procedure Agreed with KAP Heliantono & Partners on the Proposed Calculation for the Payment Request for Universal Service Obligation Program (KPU)/Universal Service Obligation (USO) submitted by Radnet to Information Technology Telecommunication Provider and Management Center (BP3TI)*" and submitted it to APPLICANT and RESPONDENT (**Exhibit P-47**):

11. **Sixth Deliberation.** On 30 November 2016, APPLICANT and RESPONDENT held further deliberations based on an invitation from RESPONDENT to APPLICANT, Letter Number 2238/KOMINFO/BPPPTI.31/HK.04.01/11/2016 dated 29 November 2016 with the agenda of submitting the proposed APPLICANT calculation. Results of Deliberation as contained in the Minutes of Deliberative Meeting (**Exhibit P-48**).

The results of the deliberation are as follows:

11.1.1. APPLICANT submits the final proposal as attached,

11.1.2. RESPONDENT has not been able to agree on the final proposal from APPLICANT.

12. **Seventh Deliberation.** On 8 December 2016, APPLICANT and RESPONDENT held further deliberations based on an invitation from RESPONDENT to APPLICANT, Letter Number: 2294 A/KOMINFO/BPPPTI.31/HK.04.01/12/2016, dated 7 December 2016. The results of the deliberations are recorded in the Minutes of Deliberative Meeting, dated December 8, 2016 (**Exhibit P-49**).

The results of the deliberation are as follows:

12.1.1. APPLICANT and RESPONDENT agree on a calculation number between APPLICANT and RESPONDENT based on the results of verification from an Independent Third party (KAP Heliantono & Partners) and

12.1.2. The results of the deliberations will be asked for opinions from the Audit Board, especially regarding the calculation principles/methods.

13. **Eighth Deliberation.** On 14 February 2017, based on the Invitation from RESPONDENT to APPLICANT, Letter Number: 221/KOMINFO/BPPPTI.31/HK.04.01/02/2017, dated 13 February 2017 with the agenda of studying and discussing the response letter from the **Audit Board** for confirmation requests from RESPONDENT to the Audit Board. The results of the Deliberation are recorded in the Minutes of the Deliberative Meeting (**Exhibit P-50**).

The results of the deliberation are as follows:

After listening to RESPONDENT's statement regarding the response letter from the Indonesian Audit Board to the Ministry of Communication and Information to RESPONDENT, a situation has arisen which APPLICANT and RESPONDENT can no longer resolve through a deliberation because:

i. There is a disagreement over the value of compensation for the KPU/USO Program Internet Service Agreement

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that can be paid by RESPONDENT to APPLICANT, especially for the application for cost of funds (interest/penalty) charged by the bank as the capital provider for the construction of the KPU/USO Program Provision Work to APPLICANT as well as exchange rate differences US dollars against Rupiah currency;

ii. There is no agreement regarding the asset status of the KPU/USO Program Provisioning Work after the payment of compensation for the construction cost of the KPU/USO Program Provision Work by RESPONDENT to APPLICANT as well as costs arising from the asset status and/or asset condition (if handed over),

iii. The absence of a format and/or agreement on the status of termination of the KPU/USO Program Internet Service Agreement after the payment of compensation for the construction cost of the KPU/USO Program Provision Work by RESPONDENT to APPLICANT,

14. Based on Article 8 of SSUK, efforts to resolve disputes cannot be resolved by deliberation, so based on the General Terms of Contract for the Internet Service Agreement for the KPU/USO Program (SSUK) has been regulated as follows:

Article 8. Dispute Resolution.

Article 8.2. Dispute Resolution Institution:

"If the dispute above cannot be resolved by deliberation, then each Party has the right to submit the dispute to the Indonesia National Board of Arbitration (BANI) according to administrative regulations and regulations.

BANI arbitrator's rules of procedure, the decision of which is binding on both parties to the dispute as the first and final level decision. The Parties agree that the number of arbitrators is 3 (three) people. Each Party shall appoint one arbitrator and the two arbitrators appointed by the Parties will select a third arbitrator who will act as lead arbitrator",

15. That APPLICANT has sent a letter to RESPONDENT Number: 009/RMI-RRY/DIR/III/2017, dated 17 March 2017 regarding the Notification of Dispute Settlement for the KPU/USO Program Internet Service Agreement through the Indonesian National Arbitration Board (BANI). (Exhibit P-51):

VI. RESULTS OF VERIFICATION BY KAP HELIANTONO & PARTNERS AS WELL AS CONSULTATION RESULTS BETWEEN APPLICANT AND RESPONDENT.

1. That APPLICANT has compiled the losses suffered by APPLICANT due to termination of the implementation of the KPU/USO Program Internet Service Agreement (MPLIK Package 19 Work, MPLIK Package 1 Work, JALIN WIFI Package 2 Work, Desa Pinter Package 5 Work, and JALIN WIFI Package 7 Work) ("Calculation of Initial Application") which forms the basis for calculating the application for compensation as follows:

FINANCIAL INFORMATION

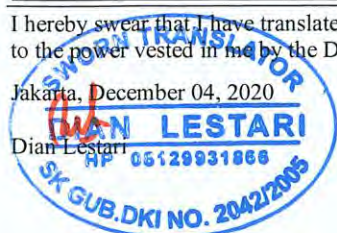
DESCRIPTION	KPU/USO RADNET PROGRAM					Total Initial Request
	MPLIK Package 1	JAUN WIFI 2	JAUN WIFI 7	DESA PINTER 5	MPLIK 19	
CONTRACT VALUE*)	98,113,690,157	52,627,130,582	54,486,288,331	48,089,788,613	61,662,944,857	314,979,842,540

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I Construction Cost Reimbursement						
1. Direct Costs Incurred	70,521,406,953	39,392,707,468	41,264,314,657	39,639,078,726	48,273,183,388	239,090,691,192
2. Direct Costs Payable	5,817,894,000	2,474,206,757	3,202,999,951	299,760,000	9,792,340,354	21,587,201,062
3. Adjustment and Verification Result Findings	-	-	-	-	-	-
4. KAP costs (50%) (50%) by BP3TI	-	-	-	-	-	-
II Reduction Factors for Development Cost Reimbursement						
1. Advance Received	(14,717,053,524)	(7,894,069,587)	(8,172,943,250)	(7,213,468,292)	(9,249,441,729)	(47,246,976,381)
2. Term Payment Received	-	-	-	-	(29,482,595,510)	(29,482,595,510)
TOTAL A (before VAT)	61,622,247,429	33,972,844,638	36,294,371,358	32,725,370,434	19,333,486,503	183,048,320,363
B						
1. Reasonable profit	8,471,945,690	4,620,440,058	4,809,029,448	4,625,710,907	6,212,855,273	28,739,981,376
11. Potential Losses	11,256,840,000	13,773,168,000	15,273,216,000	9,784,320,000	2,522,880,000	52,610,424,000
TOTAL B (before VAT)	19,728,785,690	18,393,608,058	20,082,245,448	14,410,030,907	8,735,735,273	81,350,405,376
TOTAL (A+B) before VAT	81,351,033,119	52,366,452,696	56,376,616,806	47,135,401,341	28,069,221,777	265,208,190,335
VAT	8,135,103,312	5,236,645,270	5,637,661,681	4,713,540,134	2,806,922,178	26,529,872,574
TOTAL (A+B) after VAT	89,486,136,431	57,603,097,965	62,014,278,487	51,848,941,475	30,786,143,954	291,828,598,313

Table 1

In Table 1 above it is stated that the total amount of APPLICANT initial request is Rp. 265,298,725,739, - plus 10% VAT of Rp. 26,529,872,574 equaling to Rp. **291,828,598,313, -** (*two hundred ninety-one billion eight hundred twenty-eight million five hundred ninety-eight thousand three hundred and thirteen rupiahs*) for all KPU/USO Program Provision Works.

2. That the calculation of compensation prepared by APPLICANT is based on the conditions for the termination and/or cancellation of the agreement for the KPU/USO Internet Service Agreement (MPLIK Package 19 Work, MPLIK Package 1 Work, JALIN WIFI Package 2 Work, Desa Pinter Package 5 Work, and JALIN WIFI Package 7 Work).

3. That in accordance with Article 1267 of the Civil Code, considering the condition of the RESPONDENT that no longer intends to continue the implementation of the KPU/USO Program Internet Provision Work based on the KPU/USO Program Internet Service Agreement (MPLIK Package 19 Work, MPLIK Package 1 Work, JALIN WIFI Package 2 Work, Desa Pinter Package 5 work, and JALIN WIFI Package 7 work) so that it is not possible to continue, and in accordance with the discussion at the deliberations between APPLICANT and RESPONDENT, APPLICANT (as the party to which the agreement was not fulfilled) chose to cancel the Internet Service Agreement KPU/USO program.

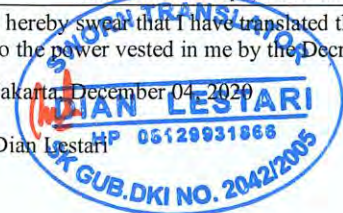
Article 1267 of the Civil Code:

*"The party to which the agreement is not fulfilled, can choose: to force the other party to fulfill the agreement, if it can still be done, or to demand cancellation of the agreement, **with reimbursement of costs, losses and interest**"*

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4. In the calculation of losses compiled by APPLICANT as a claim to RESPONDENT as shown in Table 1 above, the components of the loss consist of costs incurred, direct costs payable (this means debt arising from the implementation of MPLIK Work Package 19, MPLIK Work Package 1, JALIN WIFI Work Package 2, Desa Pinter Work Package 5, and other Work Packages), reasonable benefits and potential losses or in the terms of Article 1267 of the Civil Code are costs, losses and interest (*kosten, schaden en interessen*).

According to Prof. Subekti (Civil Law Principles, XXIX Printing, PT. Intermasa, Jakarta, page 148),: "*What is meant is that the losses that can be requested for compensation are not only in the form of costs that have actually been incurred (kosten), or losses that have been incurred to the creditor's property (schaden), but also in the form of loss of profit (interessen), namely the profit that would be obtained if the debtor was not negligent (winstderving)* "

Based on this, the components of the claim for damages submitted by APPLICANT are in accordance with the law.

5. That the calculation of the Preliminary Request has been submitted to KAP Heliantono & Partners (Independent Third Party) appointed jointly by APPLICANT and RESPONDENT according to the results of the Fourth Deliberation on 19 October 2016 for testing according to the agreed procedure.

6. That KAP Heliantono & Partners has conducted testing, verification and implementation of agreed procedures on financial information (Table 1) received from APPLICANT.

7. That the results of the verification of KAP Heliantono & Partners are contained in Appendix II of the Executive Summary of the Findings of the Procedure Implementation in the book "*Independent Accountant's Report on the Procedure Agreed with KAP Heliantono & Partners on the Proposed Calculation Request for Payment of Universal Service Obligation (USO) submitted by Radnet to the Information Technology Telecommunication Provider and Management Center (BP3TI)*" issued by KAP Heliantono & Partners dated 30 November 2016, **found that a deduction factor for the value contained in APPLICANT Financial Information was minus Rp. 2,596,369,561, - (Two billion five hundred ninety-six million three hundred sixty-nine thousand five hundred and sixty-one rupiah) (vide Exhibit P-47),**

8. That based on the verification results of the amount of down payment received by APPLICANT, it was found that the presentation of the APPLICANT for the value of advances received and the terms of payment that had been received included VAT tax, even though it should have been presented before VAT so that at the Fifth Deliberation on 28 November 2016 which was attended by KAP Heliantono & Partners, the value is presented before tax (**vide Exhibit P-46**):

On that basis, APPLICANT's "Down Payment Received" has been changed to a total of Rp. 42,951,796,710 from the previous total of Rp. 47,246,976,381, -, while "Payment Terms Received" has been changed to Rp.

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26,802,359,555, - from the previous total of Rp. 29,482,595,510.-.

9. That based on the Minutes of the Fourth Deliberation on 19 October 2016, APPLICANT and RESPONDENT agreed on the cost of carrying out the verification by KAP Heliantono & Partners will be paid in a balanced manner (50% : 50%) between APPLICANT and RESPONDENT. Therefore, APPLICANT charges 50% for the implementation of verification by KAP Heliantono & Partners to RESPONDENT of Rp. 165,000,000, - plus 10% VAT of Rp. 16,500,000, - equalling to to **Rp. 181,500,000, -** (*one hundred eighty one million five hundred thousand rupiah*) (**vide Exhibit P-42**);

10. That in addition, a deduction factor of minus Rp. 266,203,512, - (Two hundred and sixty-six million two hundred three thousand five hundred and twelve rupiah) so that the reduction factor increases and becomes minus Rp. **2,862,573,073** (*Two billion eight hundred sixty-two million five hundred and seventy-three thousand seventy-three rupiah*) from the previous amount of Minus Rp. **2,596,369,561, -** (*Two billion five hundred ninety-six million three hundred sixty-nine thousand five hundred and sixty-one rupiah*);

11. That based on the results of verification, explanation, and clarification by KAP Heliantono & Partners to APPLICANT and RESPONDENT at the Fifth Deliberation on 28 November 2016 (**vide Exhibit P-46**), the recapitulation of the Verification results of KAP Heliantono & Partners is as follows:

VERIFICATION RESULTS OF KAP HELIANTONO & PARTNERS

DESCRIPTION	KPU/USO RADNET PROGRAM					Radnet Proposal
	MPLIK Package 1	JAUN WIFI 2	JAUN WIFI 7	DESA PINTER 5	MPLIK 19	
CONTRACT VALUE*)	98,113,690,157	52,627,130,582	54,486,288,331	48,089,788,613	61,662,944,857	314,979,842,540
A						
I Construction Cost Reimbursement						
1. Direct Costs Incurred	70,521,406,953	39,392,707,468	41,264,314,657	39,639,078,726	48,273,183,388	239,090,691,192
2. Direct Costs Payable	5,817,894,000	2,474,206,757	3,202,999,951	299,760,000	9,792,340,354	21,587,201,062
3. Adjustment and Verification Result Findings	1,500,326,592	478,698,962	595,133,574	830,064,798	(6,266,797,000)	(2,862,573,074)
4. KAP costs (50%) (50%) by BP3TI	33,000,000	33,000,000	33,000,000	33,000,000	33,000,000	165,000,000
II Reduction Factors for Development Cost Reimbursement						
1. Advance Received	(13,379,139,567)	(7,176,426,898)	(7,429,948,409)	(6,557,698,447)	(8,408,583,390)	(42,951,796,710)
2. Term Payment Received	-	-	-	-	(26,130,359,555)	(26,802,359,555)
TOTAL A (before VAT)	64,493,487,978	35,202,186,289	37,665,499,773	34,244,205,077	16,620,783,798	188,226,162,915
B						
1 Reasonable profit	8,471,945,690	4,620,440,058	4,809,029,448	4,625,710,907	6,212,855,273	28,739,981,376
11 Potential Losses	11,256,840,000	13,773,168,000	15,273,216,000	9,784,320,000	2,522,880,000	52,610,424,000
TOTAL B (before VAT)	19,728,785,690	18,393,608,058	20,082,245,448	14,410,030,907	8,735,735,273	81,350,405,376
TOTAL (A+B) before VAT	84,222,273,668	53,595,794,347	57,747,745,221	48,654,235,984	25,356,519,071	269,576,568,292
VAT	8,422,227,367	5,359,579,435	5,774,774,522	4,865,423,598	2,535,651,907	26,957,656,829
TOTAL (A+B) after VAT	92,644,501,035	58,955,373,782	63,522,519,743	53,519,659,582	27,892,170,978	296,534,225,121

Table 2

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In the Table. 2 above, it is stated that the total amount of APPLICANT's losses in accordance with the verification results of KAP Heliantono & Partners on the Initial Request of APPLICANT is Rp. 269,576,568,292, - plus 10% VAT of Rp. 26,957,656,829, - equal to Rp. **296,534,225,121, -** (two hundred ninety-six billion five hundred thirty-four million two hundred twenty-five thousand one hundred twenty one rupiah) for all KPU/USO Program Provision Works.

12. That after studying and considering to the explanation and clarification from KAP Heliantono & Partners, APPLICANT submitted a proposal for corrections to the KAP verification results which were still the object of special deliberations on the VAT deduction factor as in Attachment II Executive Summary on the Findings of Procedure Implementation Results column table No. 3 regarding VAT Value which is presented as a replacement for paid CAPEX and No. 8 regarding the Value of VAT, PPH, Stamps presented net at replacement value for CAPEX outstanding can be the object of deliberation between Radnet and BP3TI to be excluded from the list of Executive Summary Findings of KAP Heliantono & Partners with the following considerations:

- i. The tax payment period for the transaction has been long overdue,
- ii. APPLICANT has received a clearance in the Tax Amnesty program from the Ministry of Finance of the Republic of Indonesia, the Directorate General of Taxes as stated in the Tax Amnesty Certificate Number: KET-50/PP/WPJ.04/2016 dated 12 August 2016 (**Exhibit P-52**),
- iii. APPLICANT has received a letter from the Ministry of Finance of the Republic of Indonesia Directorate General of Taxes Number: Pem-3/WPJ.04/KP.0100/2016, dated 23 August 2016 regarding "Notification of termination of audit in the context of tax amnesty" (**Exhibit P-53**),

13. That with the issuance of table column no. 3 regarding VAT Value which is presented as a replacement for paid CAPEX and number 8 concerning VAT, PPH, Stamp Value is presented net of the outstanding CAPEX replacement value from the Executive Summary list on the Findings of the Results of the Implementation of the KAP Heliantono & Partners Procedure, then the Adjustment value & KAP Findings changed

On the basis of this, at the Fifth Deliberation on 28 November 2016, APPLICANT re-submitted the Request for Compensation Payment Proposals to be as follows:

RECAPITULATION OF THE APPLICANT'S PROPOSAL - 28 NOVEMBER 2016

DESCRIPTION	KPU/USO RADNET PROGRAM					Radnet Proposal
	MPLIK Package 1	JAUN WIFI 2	JAUN WIFI 7	DESA PINTER 5	MPLIK 19	
CONTRACT VALUE*)	98,113,690,157	52,627,130,582	54,486,288,331	48,089,788,613	61,662,944,857	314,979,842,540
A						
I Construction Cost Reimbursement						
1. Direct Costs Incurred	70,521,406,953	39,392,707,468	41,264,314,657	39,639,078,726	48,273,183,388	239,090,691,192
2. Direct Costs Payable	5,817,894,000	2,474,206,757	3,202,999,951	299,760,000	9,792,340,354	21,587,201,062
3. Adjustment and Verification Result Findings	7,219,809,658	3,426,387,208	3,889,608,672	3,951,146,470	(6,266,797,000)	12,220,155,008

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4. KAP costs (50%) (50%) by BP3TI	33,000,000	33,000,000	33,000,000	33,000,000	33,000,000	165,000,000
II Reduction Factors for Development Cost Reimbursement						
1. Advance Re- ceived	(13,379,139,567)	(7,176,426,898)	(7,429,948,409)	(6,557,698,447)	(8,408,583,390)	(42,951,796,710)
2. Term Payment Received	-	-	-	-	(18,761,651,688)	(18,761,651,688)
TOTAL A (before VAT)	70,212,971,044	38,149,874,535	40,959,974,872	37,365,286,749	24,661,419,664	211,349,598,863
B						
1 Reasonable profit	8,471,945,690	4,620,440,058	4,809,029,448	4,625,710,907	6,212,855,273	28,739,981,376
11 Potential Losses	11,256,840,000	13,773,168,000	15,273,216,000	9,784,320,000	2,522,880,000	52,610,424,000
TOTAL B (before VAT)	19,728,785,690	18,393,608,058	20,082,245,448	14,410,030,907	8,735,735,273	81,350,405,376
TOTAL (A+B) before VAT	89,941,756,734	56,543,482,593	61,042,220,320	51,775,317,656	33,397,226,938	292,700,004,239
VAT	8,994,175,673	5,654,348,259	6,104,222,032	5,177,531,766	3,339,722,694	29,270,000,424
TOTAL (A+B) after VAT	98,935,932,407	62,197,830,853	67,146,442,352	56,952,849,422	36,736,949,631	321,970,004,665

Table 3

In Table 3 above, it is stated that the total number of requests for compensation for the implementation of the KPU/USO APPLICANT program to the RESPONDENTS is Rp. 292,700,004,239, - plus 10% VAT of Rp. 29,270,000,424, - equaling to Rp. **321,970,004,665, -** (three hundred twenty one billion nine hundred seventy million four thousand six hundred and sixty five rupiah) for all KPU/USO Program Provision Works (**vide Exhibit P-46**).


14. That at the **Sixth Deliberation** on 30 November 2016, APPLICANT and RESPONDENT had deliberated regarding the APPLICANT proposal to issue all tax deduction factor values as stated in Appendix II Executive Summary on the Findings of Procedure Implementation Results column table No. 3 regarding *VAT Value which is presented as a replacement for paid CAPEX and No. 8 regarding Value of VAT, PPH, Stamps is presented net of the outstanding replacement CAPEX value.* That which can be a deduction factor is an invoice that is not supported by the tax invoice evidence with a value of minus Rp. **7,527,125,425, - (Seven billion five hundred twenty-seven million one hundred twenty-five thousand four hundred and twenty-five rupiah).**

That accordingly, the KAP Adjustment & Findings value has changed and based on this, at the Sixth Deliberation on 30 November 2016, APPLICANT re-submitted the Final Proposal for the Application for Compensation Payment to be as follows:

RECAPITULATION OF THE APPLICANT'S PROPOSAL - 30 NOVEMBER 2016

DESCRIPTION	KPU/USO RADNET PROGRAM					Radnet Final Proposal
	MPLIK Package 1	JAUN WIFI 2	JAUN WIFI 7	DESA PINTER 5	MPLIK 19	
CONTRACT VALUE*)	98,113,690,157	52,627,130,582	54,486,288,331	48,089,788,613	61,662,944,857	314,979,842,540
A						
I Construction Cost Reimbursement						
1. Direct Costs Incurred	70,521,406,953	39,392,707,468	41,264,314,657	39,639,078,726	48,273,183,388	239,090,691,192

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2. Direct Costs Payable	5,817,894,000	2,474,206,757	3,202,999,951	299,760,000	9,792,340,354	21,587,201,062
3. Adjustment and Verification Result Findings	4,281,612,274	2,058,879,910	2,312,785,972	2,347,129,715	(6,266,797,000)	4,733,610,872
4. KAP costs (50%) (50%) by BP3TI	33,000,000	33,000,000	33,000,000	33,000,000	33,000,000	165,000,000
II Reduction Factors for Development Cost Reimbursement						
1. Advance Received	(13,379,139,567)	(7,176,426,898)	(7,429,948,409)	(6,557,698,447)	(8,408,583,390)	(42,951,796,710)
2. Term Payment Received	-	-	-	-	(26,802,359,555)	(26,802,359,555)
TOTAL A (before VAT)	67,274,773,660	36,782,367,238	39,383,152,171	35,761,269,994	16,620,783,798	195,822,346,860
B						
1. Reasonable profit	5,496,429,669	3,014,417,824	3,201,646,652	2,875,596,388	4,180,717,709	18,768,808,242
11. Potential Losses	-	-	-	-	-	-
TOTAL B (before VAT)	5,496,429,669	3,014,417,824	3,201,646,652	2,875,596,388	4,180,717,709	18,768,808,242
TOTAL (A+B) before VAT	72,771,203,329	39,796,785,062	42,584,798,823	38,636,866,382	20,801,501,507	214,591,155,103
VAT	7,277,120,333	3,979,678,506	4,258,479,882	3,863,686,638	2,080,150,151	21,459,115,510
TOTAL (A+B) after VAT	80,048,323,662	43,776,463,568	46,843,278,705	42,500,553,021	22,881,651,658	236,050,270,614

Table 4

In Table 4 above, it is stated that the total amount of requests for compensation for the implementation of the KPU/USO Program Provisioning by APPLICANT to RESPONDENT is Rp. 214,591,155,103, - plus 10% VAT of Rp. 21,459,115,510, - equaling to Rp. **236,050,270,614, -** (two hundred thirty six billion fifty million two hundred seventy thousand six hundred and fourteen rupiah) for all KPU/USO Program Provision Works (**vide Exhibit P-48**)

16. That on 8 December 2016, **the Seventh Deliberation** was discussed between APPLICANT and RESPONDENT which in essence resulted in:

16.1. Have agreed on the cost of APPLICANT compensation for the implementation of the KPU/USO Program Provision Work of Rp. 186,489,370,222, - plus 10% VAT of Rp. 18,648,937,022, - equaling to Rp. **205.138.307.244** (two hundred five billion one hundred thirty eight million three hundred seven thousand two hundred and forty four rupiah) with calculations based on the request for compensation from APPLICANT, verification results of KAP Heliantono & Partners, dynamics, evidences, arguments, negotiations, appropriateness and legal considerations that occurred during the deliberation process between APPLICANT and RESPONDENT from the first deliberation on 18 August 2016 to the eighth deliberation on 8 December 2016 (**vide Exhibit P-38, P-39, P-40, P- 42, P-46, P-48, P-49**).

The recapitulation of the agreed value between APPLICANT and RESPONDENT at the Seventh Deliberation on 8 December 2016 is as follows:

MUTUALLY AGREED RECAPITULATION – 8 DECEMBER 2016

DESCRIPTION	KPU/USO RADNET PROGRAM					Radnet & BP3TI Agreement
	MPLIK Package 1	JAUN WIFI 2	JAUN WIFI 7	DESA PINTER 5	MPLIK 19	
CONTRACT VALUE*)	98,113,690,157	52,627,130,582	54,486,288,331	48,089,788,613	61,662,944,857	314,979,842,540
A						

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I Construction Cost Reimbursement						
1. Direct Costs Incurred	70,521,406,953	39,392,707,468	41,264,314,657	39,639,078,726	48,273,183,388	239,090,691,191
2. Direct Costs Payable	5,817,894,000	2,474,206,757	3,202,999,951	299,760,000	9,792,340,354	21,587,201,062
3. Adjustment and Verification Result Findings	741,517,687	235,194,820	274,549,695	416,169,032	(6,266,797,000)	(4,599,365,767)
4. KAP costs (50%) (50%) by BP3TI	33,000,000	33,000,000	33,000,000	33,000,000	33,000,000	165,000,000
II Reduction Factors for Development Cost Reimbursement						
1. Advance Received	(13,379,139,567)	(7,176,426,898)	(7,429,948,409)	(6,557,698,447)	(8,408,583,390)	(42,951,796,710)
2. Term Payment Received		-	-		(26,802,359,555)	(26,802,359,555)
TOTAL A (before VAT)	63,734,679,073	34,958,682,148	37,344,915,894	33,830,309,310	16,620,783,798	186,489,370,222
B						
1. Reasonable profit					-	-
11. Potential Losses	-	-	-	-	-	-
TOTAL B (before VAT)	-	-	-	-	-	-
TOTAL (A+B) before VAT	63,734,679,073	34,958,682,148	37,344,915,894	33,830,309,310	16,620,783,798	186,489,370,222
VAT	6,373,467,907	3,495,868,215	3,734,491,589	3,383,030,931	1,662,078,380	18,648,937,022
TOTAL (A+B) after VAT	70,108,146,980	38,454,550,362	41,079,407,483	37,213,340,241	18,282,862,178	205,138,307,244

Table 5

In Table 5 above, it is stated that the total amount of the agreement between APPLICANT and RESPONDENT for the payment of the KPU/USO Program Provision Work Implementation which will be paid by the RESPONDENT to APPLICANT is Rp. 186,489,370,222, - plus 10% VAT of Rp. 18,648,937,022, - equaling to Rp.205,138,307,244 (two hundred five billion one hundred thirty-eight million three hundred seven thousand two hundred and forty-four rupiah) for all KPU/USO Program Provision Works (vide Exhibit P-49).

16.2. Have agreed to remove the request in Letter B.I in the Table. 5 regarding "Reasonable profits" because the fair gain as regulated in the Civil Code is 6% per year (moratoire interessen) from investment costs for three years calculated from investment spending for 2012 until the termination of the USO program in 2013 has been included as part and/or has been compensated as direct costs of APPLICANT in Letter A Table 5,

16.3. Has agreed to remove the request in Letter B.II in the Table. 5 regarding "Potential Losses" arising from the termination of the KPU/USO Program Internet Service Agreement with the consideration that the application/calculation will become a new object on the second stage of the deliberation agenda,

16.4. Has not agreed on the payment of compensation for the KPU/USO Program Internet Service Agreement that can be paid by RESPONDENT to APPLICANT, especially for the application for cost of funds (interest and/fines) charged by the bank as capital provider for the construction of KPU/USO Program Provisioning Works to APPLICANT as well as the difference between the exchange rate of the US dollar against the rupiah,

16.5. Has not agreed on the asset status of the KPU/USO Program Provisioning Work after payment of compensation for the construction cost of the KPU/USO Program Provisioning Work by RESPONDENT to APPLICANT as well

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as costs arising from the asset status and/or asset condition (if handed over),

16.6. Have not agreed on the procedure and mechanism for terminating the KPU/USO Internet Service Agreement after the payment of compensation for the construction cost of the KPU/USO Program Provisioning Work by RESPONDENT to APPLICANT,

17. That, therefore, for all KPU/USO Program Provisioning Works, the compensation that must be paid by RESPONDENT to APPLICANT is Rp. 186,489,370,222,- plus 10% VAT of Rp. 18,648,937,022,- namely Rp. 205,138,307,244 (two hundred five billion one hundred thirty-eight million three hundred seven thousand two hundred forty-four rupiah), with the following details:

No.	KPU/USO Program	Indemnity Amount (Rp)	Payment Account
1	Provision of Mobile Internet Access Service Centers for KPU/USO Subdistricts Work Packages 19 (nineteen) in Maluku & North Maluku	16,620,783,797	Bank BJB Jakarta Special Branch Office with account number: 0015049235002 a/n PT Rahajasa Media Internet
2	Provision of Mobile Internet Access Service Centers for KPU/USO Subdistricts Work Package 1 (one) in Nangroe Aceh Darussalam Province	63,734,679,073	Bank BJB Jakarta Special Branch Office with account number: 0002118602001 a/n PT Rahajasa
3	Provision of Public Access Services for Wifi Internet Services KPU/USO Regency (JALIN-KPU/USO) Work Package 2 (Two)	34,958,682,148	Bank BCA Kuningan Branch Office with account number: 217-300209-2 a/n PT Rahajasa Media Internet
4	Provision of Public Access Services for Wifi Internet Services Regency KPU/USO (JALIN-KPU/USO) Work Package 7 (Seven)	37,344,915,894	Bank BCA Kuningan Branch Office with account number: 217-300209-2 a/n PT Rahajasa Media Internet
5	Provision of Telecommunication and Information Technology Access Services Rural KPU/USO (Upgrading Desa Pinter) Work Package 5 (Five) In Maluku Province	33,830,309,310	Bank BCA Kuningan Branch Office with account number: 217-300209-2 a/n PT Rahajasa Media Internet
	Total	186,489,370,222	
	VAT 10%	18,648,937,022	
	Final Total	205,138,307,244	
<i>In number: Two hundred five billion one hundred thirty-eight million three hundred seven thousand two hundred and forty-four rupiah</i>			

18. That as RESPONDENT knows, in financing the KPU/USO Program Provisioning Works, APPLICANT uses a credit facility originating from PT. Regional Development Bank of West Java and Banten, Tbk. (Bank Jabar Banten) (Exhibit P-54).

19. That since RESPONDENT sent a letter from RESPONDENT Number: 165A/Kominfo/BPPPTI.31/KS.01.08/02/2014, dated 12 February 2014 regarding Postponement of Payment for Work Performance of the KPU/USO Program (vide Exhibit P-25) until RESPONDENT has terminated the KPU/USO Program through a letter from RESPONDENT Number: B-191/KOMINFO/BPPPTI.31.4/KS.01.08/3/2015, dated 3 March 2015 (vide Exhibit P-32) which caused legal uncertainty to enable operational implementation The KPU/USO Program Provision Work, having a direct impact on the non-payment of RESPONDENT to APPLICANT. Therefore, it has caused APPLICANT to be unable to carry

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out its obligations to Bank Jabar Banten to pay the installments of the credit facilities provided to carry out the work of the KPU/USO Program Provisioning Work so that APPLICANT is burdened by principal debt, interest and fines of Bank Jabar Banten.

20. That KAP Heliantono & Partners has verified and confirmed Bank Jabar Banten, from whom KAP Heliantono & Partners has received a letter of confirmation of principal and interest from Bank Jabar Banten number 2606/Jkt-OPR/XI/2016 dated 4 November 2014 (Report KAP page 10) that APPLICANT's interest payable value is Rp. 29,994,123,389, - (**Vide Exhibit P-47**).

21. That APPLICANT has received confirmation of the amount of fines from Bank Jabar and Banten to APPLICANT through Letter Number: 0196/Jkt-Comm/1/2015, dated 28 January 2015 regarding PT Rahajasa Media Internet's credit settlement with a fine of Rp. 91,087,388, + Rp. 1,399,154,024, = Rp. 1,490,241,412, - (*One billion four hundred and ninety million two hundred forty-one thousand four hundred and twelve rupiah*) (**Exhibit P-55**).

22. That accordingly, RESPONDENT must also bear interest and penalties from PT. Bank Pembangunan Daerah Jawa Barat & Banten to APPLICANT, in financing the KPU/USO Program Provision Work that has been carried out by APPLICANT, as well as paying interest and fines to APPLICANT in the amount of Rp. 31,484,364,801, - plus 10% VAT of Rp. 3,148,436,480, - equaling to **Rp. 34,632,801,281, -** (*Thirty-four billion six hundred thirty-two million eight hundred one thousand two hundred and eighty one rupiah*).

23. That KAP Heliantono & Partners has verified and confirmed PT HPFI as one of the vendors for the provision of supporting equipment for the KPU/USO program work and the results have been reported in Appendix II Executive Summary on the Findings of Procedure Implementation Results column table no. 5 concerning the Foreign Exchange Difference on the principal loan to HPFI, that the foreign exchange difference over the principal loan to HPFI is Rp. 9,570,959,567, - (*nine billion five hundred seventy million nine hundred fifty-nine thousand five hundred and sixty-seven rupiah*).

24. That the matter of reimbursement for foreign exchange differences is still disputed between APPLICANT and RESPONDENT. APPLICANT can convey that APPLICANT purchased some of the supporting equipment for the KPU/USO Program Works from PT HPFI in 2013 with an exchange rate of US dollars equivalent to rupiah of Rp. 18,842,871,443, while the status of payments made and outstanding balances in 2016 with an exchange rate equivalent to rupiah of IDR 28,413,831,009 so that as the report of KAP Heliantono & Partners, there is an exchange rate difference of IDR 18,842,871,443 minus IDR 28,413,831,009 = IDR . 9,570,959,567, - (*nine billion five hundred seventy million nine hundred fifty-nine thousand five hundred and sixty-seven rupiah*).

Based on the report on the results of verification of KAP Heliantono & Partners page 12 (twelve), the calculation of exchange rates uses **Bank Indonesia exchange rate data as of 28 November 2016** (<http://www.bi.go.id/id/moneter/informasi-kurs/transaksi-bi/Default.aspx>) according to the date of calculation at the

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time of presentation of the report book on the verification results of KAP Heliantono & Partners (**vide Exhibit P-47**).

This Exchange Difference must be paid by the RESPONDENT to APPLICANT so that APPLICANT can remove the equipment or assets from the list of financing guarantees and the equipment or assets can be submitted to the RESPONDENT:

25. That with the ongoing deliberation between APPLICANT and RESPONDENT with the concept of compensation for the construction costs of the KPU/USO Program Provisioning Work issued by APPLICANT, APPLICANT can hand over assets to RESPONDENT in the event that compensation has been paid by RESPONDENT to APPLICANT,

26. That what is meant by assets is as stated in the General Terms of Contract (SSUK) in the KPU/USO Program Internet Service Agreement and a detailed list of assets, namely:

26.1. Based on SSUK article 1.6 number 2 regarding Supporting Equipment and Facilities, the referred to as Assets for the Provision of Mobile Internet Access Service Centers in KPU/USO Subdistricts (mobile) Work Packages 19 (nineteen) in Maluku & North Maluku in the form of 64 (sixty four) units of District Internet Service Center Car (MPLIK) along with laptop computers, server computers and internet network devices and other supporting devices (**vide Exhibit P-01**);

26.2. Based on SSUK article 1.6 letter b regarding Supporting Equipment and Facilities, referred to as Assets for the Provision of Mobile Internet Access Service Centers of KPU/USO Subdistrict (mobile) Work Package 1 (one) in Nangroe Aceh Darussalam Province in the form of 105 (one hundred five) units of District Internet Service Center Car (MPLIK) along with laptop computers, server computers and internet network devices and other supporting devices (**vide Exhibit P-02**);

26.3. Based on SSUK article 1.6 number 4 regarding Supporting Devices and Facilities, what is meant by Assets for the Provision of Public Access Wifi Internet Services KPU/USO Regency (JALIN-KPU/USO) Work Package 2 (Two) in the form of 101 (one hundred and one) internet hotspot/wifi towers along with internet network devices and other supporting devices (**vide Exhibit P-03**);

26.4. Based on SSUK article 1.6 point 4 regarding Supporting Equipment and Facilities, what is meant by Asset Auction for the Provision of Public Access Wifi Internet Services KPU/USO Regency (JALIN-KPU/USO) Work Package 7 (Seven) in the form of 112 (one hundred and twelve) internet towers hotspot/wifi along with internet network devices and other supporting devices (**vide Exhibit P-04**);

26.5. Based on SSUK article 1.6 letter c regarding Supporting Equipment and Facilities, what is meant by KPU/USO (Upgrading Desa Pinter) Rural Telecommunication and Informatics Access Service Provision Assets Desa Pinter Package 5 (Five) Work in Maluku Province in the form of 140 (one hundred and forty) package units of Computer devices and internet networks entering villages along with other supporting devices (**vide Exhibit P-05**);.

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27. That with regard to asset status after termination of the KPU/USO Program Internet Service Agreement (MPLIK Work Package 19, MPLIK Package 1 Work, JALIN WIFI Package 2 Work, Desa Pinter Package 5 Work, and JALIN WIFI Package 7 Work) which have not been agreed in accordance with the results of the seventh deliberation on 8 December 2016, APPLICANT explains as follows:

- I. In accordance with the agreement that the component of losses to be paid by RESPONDENTS to APPLICANT consists of costs incurred directly and costs payable directly (outstanding). The calculation of this fee includes the purchase price of assets in the context of implementing the KPU/USO Program Internet Service Agreement (MPLIK Work Package 19, MPLIK Package 1 Work, JALIN WIFI Package 2 Work, Desa Pinter Package 5 Work, and JALIN WIFI Package 7 Work);
- II. Because the purchase price of the assets is part of the calculation as compensation, the assets become the property of the RESPONDENT;
- III. The assets will be handed over by APPLICANT to RESPONDENT in the condition as-is and as reasonable as the equipment and/or goods that have existed since 2011 and 2012;

28. That with the ongoing deliberation between APPLICANT and RESPONDENT with the concept of compensation for the construction costs of the KPU/USO Program Provisioning Work issued by APPLICANT and on this matter RESPONDENT has made payments to APPLICANT as well as the handover of assets from APPLICANT to RESPONDENT which is proven with the handover minutes between APPLICANT and RESPONDENT, the a quo legal relationship for the KPU/USO Program Internet Service Agreement between APPLICANT and RESPONDENT will also end.

29. That based on the Amendment of the Agreement Letter for Provision of Mobile Internet Access Service Centers in KPU/USO Subdistricts (mobile) 19 (nineteen) Work Packages in Maluku & North Maluku Number: 62/ADD-PKS/BP3TI/KOMINFO/07/2011 dated 25 July 2011 (**Vide Exhibit P-01**) states:

"2. Advance payments and/or work performance payments to the SECOND PARTY by making direct transfers to the PT. Rahajasa Media Internet at Bank BJB Jakarta Special Branch Office with account number 0015049235002".

30. That based on the Agreement Letter for the Provision of Mobile Internet Access Service Center, KPU/USO Subdistrict (mobile) Work Package 1 (one) in Nanggroe Aceh Darussalam Province Number 10/PKS/KOMINFO/12/2011 dated 5 December 2011 (vide Exhibit P-02) states:

"2. Advance payments and/or work performance payments to the SECOND PARTY by making direct transfers to the PT. Rahajasa Media Internet at Bank BJB Jakarta Special Branch Office with account number 0002118602001".

31. That based on the Agreement Letter for the Provision of Public Access Wifi Internet Services KPU/USO Regency (JALIN-KPU/USO) Work Package 2 (Two) Number 31/PKS/KOMINFO/12/2011 dated 30 December 2011 (**vide**

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Exhibit P-03) states:

"3. Advance payments and/or work performance payments to the SECOND PARTY by making direct transfers to the PT. Rahajasa Media Internet at BCA Bank Kuningan Branch with account number: 217-300209-2".

32. That based on the Agreement Letter for the Provision of Public Access Wifi Internet Services KPU/USO Regency (JALIN-KPU/USO) Work Package 7 (Seven) Number 36/PKS/KOMINFO/12/2011 dated 30 December 2011 (**vide Exhibit P-04)** mentioned:

"3. Advance payments and/or work performance payments to the SECOND PARTY by making direct transfers to the PT. Rahajasa Media Internet at BCA Bank Kuningan Branch with account number: 217-300209-2".

33. That based on the Agreement Letter for Providing Rural Telecommunication and Informatics Access Services KPU/USO (Desa Pinter Upgrading) Work Packages 5 (Five) in Maluku Province Number: 42/PKS/KOMINFO/1/2012, dated 5 January 2012 (**vide Exhibit P -05)** states:

"3. Advance payment and/or payment for work performance to the SECOND PARTY by making a direct transfer to the PT. Rahajasa Media Internet at BCA Bank Kuningan Branch with account number: 217-300209-2".

34. As a result of the a quo KPU/USO Program Internet Service Agreement dispute which resulted in the absence of payment from RESPONDENT to APPLICANT for work as in the KPU/USO Program Internet Service Agreement, APPLICANT also suffered immaterial losses. The immaterial losses are caused by:

- 1) APPLICANT's good name is tarnished because APPLICANT cannot carry out its obligations to Bank Jabar Banten,
- 2) APPLICANT is determined by Bank Jabar Banten as a Debtor with a collectibility of 5 (five) because APPLICANT cannot carry out its obligations to Bank Jabar Banten (**Exhibit P-56**);
- 3) APPLICANT cannot apply for credit to Bank BJB or other Banks as a result of the determination of a collectability of 5 (five), and
- 4) The disruption of APPLICANT's business as a result of the determination of the collectability of 5 which severely hit APPLICANT's business.

35. Due to the losses suffered by APPLICANT due to the delay in payments by RESPONDENT, with this APPLICANT also intends that RESPONDENT can help APPLICANT by continuing to provide other work in fields that are in accordance with APPLICANT's business field in order to continue a cooperative relationship that can provide the life and livelihood of our company and its employees, in a good and vibrant cooperation relationship as there have never been any obstacles or things that are not good. APPLICANT hopes to be given the opportunity to continue to be able to participate in working in order to build something for the nation and the State that we both

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wish and or hope for.

VII. DEFAULT, INDEMNITY AND TERMINATION OF AGREEMENTS

1. That from everything described above, it is clear that APPLICANT has implemented "**KPU/USO Program Internet Service Work**" (**vide Exhibit P-24**). For this reason, APPLICANT has issued an **Internet Service Work Implementation Fee for the KPU/USO Program** of Rp. 186,489,370,222, - plus 10% VAT in the amount of Rp. 18,648,937,022, - equaling to Rp. 205.138.307.244, - (*Two hundred and five billion one hundred and thirty eight million three hundred seven thousand two hundred and forty-four rupiah*) according to the calculation and verification results of the KAP Heliantono and Partners (**vide Exhibit P-47**) and minutes of the Meeting between APPLICANT and RESPONDENT (**vide Exhibit P-49**), as well as bearing interest and penalties charged by Bank Jabar Banten on APPLICANT of Rp. 31,484,364,801, - plus 10% VAT of Rp. 3,148,436,480, - equaling to **Rp. 34,632,801,281**, - (*Thirty-four billion six hundred and thirty-two million eight hundred one thousand two hundred and eighty one rupiah*) according to the report from KAP Heliantono & Partners which has verified and confirmed with the Bank Jabar Banten, from which KAP Heliantono & Partners have received a letter of confirmation of principal and interest from Bank Jabar Banten number 2606/Jkt-OPR/XI1/2016 dated 4 November 2014 (**vide Exhibit P-47**).

2. That on the other hand, RESPONDENT has defaulted (violated contract), because since 3 March 2015 it stopped unilaterally (**Vide Exhibit P-32**).

3. That the act of default of the RESPONDENT has caused losses to APPLICANT, including:

3.1 Covering the cost of implementing the work of the KPU/USO program amounting to 186,489,370,222, - plus 10% VAT in the amount of Rp. 18,648,937,022, - equaling Rp. **205,138,307,244**, - (*Two hundred five billion one hundred thirty-eight million three hundred seven thousand two hundred and forty-four rupiah*).

3.2 Bearing interest expense and a fine of Rp. 31,484,364,801, - plus 10% VAT of Rp. 3,148,436,480, - equaling to **Rp. 34,632,801,281**, - (*Thirty-four billion six hundred thirty-two million eight hundred and one thousand two hundred and eighty-one rupiah*) charged by Bank Jabar and Banten to APPLICANT in the framework of financing the KPU/USO Program Provision Work that has been carried out by APPLICANT.

3.3 Bearing the exchange rate difference in the financing of the KPU/USO Program Provisioning Work that has been done by APPLICANT in the amount of Rp. 9,332,976,638, - plus 10% VAT of Rp. 933,297,664, - equaling to **Rp. 10,266,274,302**, - (*ten billion two hundred sixty-six million two hundred seventy-four thousand three hundred and two rupiah*),

4. That the agreement between RESPONDENT and APPLICANT, namely the KPU/USO Program Internet Service Agreement, consists of:

4.1. Agreement Letter for Provision of Mobile Internet Access Service Center for KPU/USO Subdistrict (mobile) Work Packages 19 (nineteen) in Maluku & North Maluku Number 35/PKS/KOMINFO/12/2010

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dated 22 December 2010 and its amendments,

4.2. Agreement Letter for Provision of Mobile Internet Access Service Center for KPU/USO Subdistrict (mobile) Work Package 1 (one) in Nangroe Aceh Darussalam Province Number 10/PKS/KOMINFO/12/2011 dated 5 December 2011 and its amendments,

4.3. Agreement Letter for Provision of Public Access Services for Wifi Internet Services in KPU/USO Regency (JALIN-KPU/USO) Work Package 2 (Two) Number 31/PKS/KOMINFO/12/2011 dated 30 December 2011 and its amendments,

4.4. Agreement Letter for Provision of Public Access Wifi Internet Service KPU/USO Regency (JALIN-KPU/USO) Work Package 7 (Seven) Number 36/PKS/KOMINFO/12/2011 dated 30 December 2011 and the amendments:

4.5. Agreement Letter for Provision of Rural Telecommunication and Informatics Access Services KPU/USO (Desa Pinter Upgrading) Work Package 5 (Five) In Maluku Province Number 42/PKS/KOMINFO/1/2012 dated 5 January 2012 and its amendments

Can no longer continue, thus it must be declared over.

5. That APPLICANT and RESPONDENT have repeatedly held deliberations to resolve the issue, but have not reached an agreement on all matters, particularly regarding interest expenses and fines, as well as regarding other APPLICANT losses.

6. That as a consideration, it is necessary for APPLICANT to reiterate that APPLICANT has heard RESPONDENT's statement regarding the response letter from the Indonesian Audit Board to the Ministry of Communication and Information qq RESPONDENT that the process of dispute resolution/dispute on the KPU/USO program can be carried out in accordance with the contract clause and is supported by evidentiary validity.

Based on the matters and reasons outlined above, may it be please the Honorable BANI Representative of Surabaya, to immediately examine this APPLICANT Request for Arbitration, in accordance with the prevailing laws and regulations, and issue the following decisions:

1. Grant the APPLICANT request in its entirety:
2. Declare that the RESPONDENT has made a default because it has not continued the implementation of the KPU/USO Program Internet Service Agreement, which consists of:

2.1 Agreement Letter for Provision of Mobile Internet Access Service Center for KPU/USO Subdistrict (mobile) Work Packages 19 (nineteen) in Maluku & North Maluku Number 35/PKS/KOMINFO/12/2010 dated 22 December 2010 and its amendments.

2.2 Agreement Letter for Provision of Mobile Internet Access Service Center for KPU/USO Subdistrict (mobile) Work Package 1 (one) in Nangroe Aceh Darussalam Province Number 10/PKS/KOMINFO/12/2011 dated 5 December 2011 and its amendments,

2.3 KPU/USO Regency Public Access Wifi Internet Service Provision Agreement Letter (JALIN-

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KPU/USO) Work Package 2 (Two) Number 31/PKS/KOMINFO/12/2011 dated 30 December 2011 and its amendments,

2.4 Agreement Letter for Provision of Public Access Wifi Internet Service KPU/USO Regency (JALIN-KPU/USO) Work Package 7 (Seven) Number 36/PKS/KOMINFO/12/2011 dated 30 December 2011 and its amendments,

2.5 Agreement Letter for Provision of Rural Telecommunication and Informatics Access Services KPU/USO (Desa Pinter Upgrading) Work Package 5 (Five) in Maluku Province Number 42/PKS/KOMINFO/1/2012 dated 5 January 2012 and its amendments;

3. Punish RESPONDENTS to pay compensation for Internet Service Work Implementation Program KPU/USO to APPLICANT in the amount of Rp. 217,973,735,023, - plus 10% VAT of Rp. 21,797,373,502, - equaling to Rp. **239,771,108,525**, - (*two hundred thirty-nine billion seven hundred and seventy-one million one hundred eight thousand five hundred and twenty-five rupiah*), which consists of:

3.1. Compensation for the implementation of the KPU/USO Program Internet Service Work of Rp. 186,489,370,222, - plus 10% VAT of Rp. 18,648,937,022, - equaling to **Rp. 205,138,307,244**, - (*Two hundred five billion one hundred thirty-eight million three hundred seven thousand two hundred and forty-four rupiah*); and

3.2 Compensation for interest and a fine of Rp. 31,484,364,801, - plus 10% VAT of Rp. 3,148,436,480, - equaling to **Rp. 34,632,801,281**, - (*Thirty-four billion six hundred thirty-two million eight hundred one thousand two hundred and eighty-one rupiah*) charged by PT. Bank Pembangunan Daerah Jawa Barat & Banten to APPLICANT in order to finance the KPU/USO Program Provision Work that has been carried out by APPLICANT and to pay interest and fines to APPLICANT.

4. Sentence RESPONDENT to pay the exchange rate difference in financing the KPU/USO Program Provisioning Work that has been done by APPLICANT in the amount of Rp. 9,332,976,638, - plus 10% VAT of Rp. 933,297,664, - equaling to Rp. **10,266,274,302**, - (*ten billion two hundred sixty-six million two hundred seventy-four thousand three hundred and two rupiah*);

5. Sentence RESPONDENT to compensate APPLICANT's immaterial loss of Rp. 2,200,000,000, - (*two billion two hundred million rupiah*);

6. Declare the KPU/USO Program Internet Service Agreement which consists of:

6.1 Agreement Letter for Provision of Mobile Internet Access Service Center for KPU/USO Subdistrict (mobile) Work Packages 19 (nineteen) in Maluku & North Maluku Number 35/PKS/KOMINFO/12/2010 dated 22 December 2010 and its amendments.

6.2 Agreement Letter for Provision of Mobile Internet Access Service Center for KPU/USO Subdistrict (mobile) Work Package 1 (one) in Nangroe Aceh Darussalam Province Number 10/PKS/KOMINFO/12/2011 dated 5 December 2011 and its amendments,

6.3 KPU/USO Regency Public Access Wifi Internet Service Provision Agreement Letter (JALIN-KPU/USO) Work Package 2 (Two) Number 31/PKS/KOMINFO/12/2011 dated 30 December 2011 and its

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amendments,

6.4 Agreement Letter for Provision of Public Access Wifi Internet Service KPU/USO Regency (JALIN-KPU/USO) Work Package 7 (Seven) Number 36/PKS/KOMINFO/12/2011 dated 30 December 2011 and its amendments,

6.5 Agreement Letter for Provision of Rural Telecommunication and Informatics Access Services KPU/USO (Desa Pinter Upgrading) Work Package 5 (Five) in Maluku Province Number 42/PKS/KOMINFO/1/2012 dated 5 January, 2012 and its amendments;

ending since this Arbitration Award is pronounced by the Arbitration Council;

7. Sentence RESPONDENT to implement the BANI decision and or to make payments to APPLICANT no later than 14 (fourteen) calendar days from the time this Arbitration Award is pronounced by the Arbitration Panel

8. Declare the Arbitration Award in the a quo case is a decision in the first and last stage and has permanent legal force that binds the APPLICANT and RESPONDENT,

9. Sentence RESPONDENT to pay all costs of the arbitration process;

or at the very least (if the honorable Arbitral Tribunal has a different opinion):

pass the fairest verdict (ex aequo et bono).

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